

LIBER

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260007

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Homestead Mortgage, Inc. (Name or Names) 8028 Ritchie Hwy, Suite 207, Pasadena, MD 21122 (Address) NPSL 2194

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings (Name or Names) 1844 P. Popa Road Baltimore, Md. 21234 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FAX 60 facsimile s/n R6070500735

RECORD FEE 11.00 POSTAGE .50 #011210 0777 R01 T09436 08/13/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE Homestead Mortgage, Inc. By: Dorothy L. Hoggard (Title) Vice President (Type or print name of person signing) By: Dorothy L. Hoggard (Title) VICE PRESIDENT (Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. By: Brian G. Connelly (Title) Mgr. Brian G. Connelly (Type or print name of person signing) Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234

Handwritten initials and an arrow pointing upwards.

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 02

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Severn Graphics, Inc
7590 Ritchie Hwy. (Name or Names) Glen Burnie, MD 21061
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. BFED 646
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
of LESSOR P.O. Box 116, (Name or Names) Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A

RECORD FEE 11.00
POSTAGE .50
#011220 C777 R01 T09:37
09/13/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Severn Graphics, Inc.

By: James T. Russell
(Title)

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Mgr.
(Title)

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50 ↑

SCHEDULE A

BOOK 516 PAGE 03

Attached to and made a part hereof Equipment Lease No. BFED 646
dated July 1, 1987

<u>Quantity</u>	<u>Description</u>
1	100D-Plus Graphic Console
1	Tektronics # 4632 HD Copier
1	Laser Printer (new or refurbished * 90 day warranty)
1	Digi-Sketch drawing software
1	Font-Pak 6 * includes 6 additional fonts
1	Texture software for laser printer
1	Annamation Software

Approved and agreed to this 1st day of July, 1987

Lessee: Severn Graphics, Inc.

Lessor: Chesapeake Industrial Leasing Co
Inc.

By: [Signature]

By: [Signature]

BOOK 516 PAGE 04

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and Address(es) South River Theatre Corporation 5436 Harford Road Baltimore, Maryland 21214		2. Secured Party(ies) Name(s) And Address(es) S. U., Inc. 21001 27th Avenue, N.W. Miami, Florida 33056		No. of Additional Sheets Presented
---	--	---	--	------------------------------------

3. (a) This statement refers to original Financing Statement bearing File No. 255992 April 1, 1985
 Filed with Clerk Anne Arundel Co. Date Filed
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For RECORD FEE 10.00
Filing OFFICER POSTAGE .50

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9. 08/13/87
CR
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Bank South, N.A.
 P. O. Box 4387
 Atlanta, Georgia 30302
 Attn: Charles Bartlett, V.P.

All collateral property listed on original filing.
 Mail all copies to: Scott K. Harris, Esq.
 Alston & Bird, 35 Broad St., 1200 C&S Bank Bldg.
 Atlanta, Georgia 30335

10. Signatures:

By _____
 P. Moser, Pres., Secured Party(ies) S.U., Inc.
 Standard Form Approved by N. C. Sec. of State and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy -- Numerical

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

Ritchie3 Cinemas, Incorporated
5436 Harford Road
Baltimore, Maryland 21214

S. U., Inc.
21001 27th Avenue, N.W.
Miami, Florida 33056

RECORD FEE 10.00
POSTAGE .50

3. (a) This statement refers to original Financing Statement bearing File No. 255993
(b) Filed with Clerk Anne Arundel Co. Date Filed April 1, 1985
(c) If the original filing was a fixture filing or covered timber or accounts subject to U.S. 25-9-103, 101 mark this block

For Filing Officer

#011370 0777 R01 T09:52
08/13/87

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9 Bank South, N.A.
P. O. Box 4387
Atlanta, Georgia 30302

All collateral property listed on original filing.

Attn: Charles Bartlett, V.P.

Mail all copies to: Scott K. Harris, Esq.
Alston & Bird, 35 Broad St., 1200 C&S Bank Bldg.
Atlanta, Georgia 30335

10. Signatures:

By _____ Debtor(s) (necessary only if item 7 is applicable)

By P. Moser, Pres. Secured Party(ies) S.U., Inc.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC-3

516 FILE 06

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and Address(es)
Jumpers 5 Cinema, Incorporated
5436 Harford Road
Baltimore, Maryland 21214

2. Secured Party(ies) Name(s) and Address(es)
S. U., Inc.
21001 27th Avenue, N.W.
Miami, Florida 33056

No. of Additional Sheets Presented

3. (a) This statement is a continuation of a financing statement bearing File No. 255994 April 1, 1985
(b) If the original Financing Statement has previously been recorded, its File No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to U.S. 29-9 103.(5) mark this block

RECORD FEE 10.00

For POSTAGE .50
Filing Officer #011380 0777 R01 109453

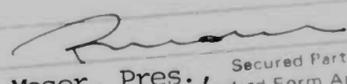
- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still in effect.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing the number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing the number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Bank South, N.A.
P. O. Box 4387
Atlanta, Georgia 30302
Attn: Charles Bartlett, V.P.

All collateral property listed on original filing.
Mail all copies to Scott K. Harris, Esq.
Alston & Bird, 35 Broad St., C&S Bank Bldg.
Atlanta, Georgia 30335

10. Signatures:

By _____ Debtor(s) (necessary only if item 7 is applicable)

By  Secured Party(ies) S. U., Inc.
P. Moser, Pres. Standard Form Approved by N. C. Sec. of State and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

(1) Filing Officer Copy - Numerical

BOOK 518 PAGE 07

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)

Plaza Theatre Corporation
5436 Harford Road
Baltimore, Maryland 21214

2. Secured Party(ies) Name(s) And Address(es)

S. U., Inc.
21001 27th Avenue, N.W.
Miami, Florida 33056

3. (a) This statement refers to original Financing Statement bearing File No. 255995
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. Clerk Anne Arundel County Filed April 1, 19 85
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

RECORD FEE 10.00

POSTAGE .50

For Filing Officer #011390 0777 R01 TOP:53

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

9. Bank South, N.A.
P. O. Box 4387
Atlanta, Georgia 30302

All collateral property listed on original filing.
Mail all copies to: Scott K. Harris, Esq.
Alston & Bird, 35 Broad St., C&S Bank Bldg.
Atlanta, Georgia 30335

Attn: Charles Bartlett, V.P.

10. Signatures:

By _____
Debtor(s) (necessary only if Item 7 is applicable)

By [Signature]
P. Moser, Pres., Secured Party(ies) S. U., Inc.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC-3

STATE OF MARYLAND
 FINANCING STATEMENT

Identifying File No. 209013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas J. Ward
 Address Ferry Farms, Annapolis, Maryland 21402

2. SECURED PARTY

Name Calow Easton
 Address 9/10 Sheffield Street, London WC2A2EY, United Kingdom

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See description of collateral described on the attached Exhibit A.

Name and address of Assignee

RECORD FEE 11.00
 POSTAGE .50
 #011590 0777 R01 T10404
 08/13/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas J. Ward *10/7/87*
 (Signature of Debtor)

Thomas J. Ward
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Calow Easton by Simon Easton
 (Signature of Secured Party)

Calow Easton

Type or Print Above Signature on Above Line

EXHIBIT A

BOOK 516 PAGE 09

Debtor grants to Secured Party a security interest in: (a) his limited partnership interest in Rosecliff Development Company Limited Partnership, a Maryland limited partnership, and the proceeds thereof; (b) his limited partnership interest in GasDrill (79-1) Associates, an Ohio limited partnership, and the proceeds thereof; (c) his limited partnership interest in GasDrill (79-2) Associates, a Texas limited partnership, and the proceeds thereof; and (d) his rights under a Note dated as of July 1, 1986 from Glen Cooper and James W. Flanders to Joseph Foster and Tomco Investments, and all the proceeds thereof.

200016

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 2412 S. MARYLAND ST.
CITY & STATE: BALTIMORE, MD 21214

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>ANNE ARUNDEL</u>	<u>4-8-87</u>
	ACCOUNT NO. TAB
	<u>568702691</u> <u>8633</u>

Filed with: ANNE ARUNDEL

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE, CAM EQP, CAMP EQP, EXCR EQP, FIREARMS, LUN MILK, STEREO EQP, COST, PLUR/RODR, ROVR, SPKR, TENTBL, TV, COLOR TV, TRUCK CAP

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
4011890 077 R01 T10:19
08/13/87

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS
\$ 3007.68

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY) John F. Roby DEBTOR
BY Ann Arundel Assisting DEBTOR
TITLE ASST MGR
ORIGINAL - FILING OFFICER COPY

2 11 2450 50

BOOK 516 PAGE 11
 253017

CIT CORPORATION Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Ebersberger, Michael J. t/a Ebersberger Contracting Co. 1711 Baltimore-Annapolis Blvd. Arnold, Anne Arundel, MD 21012	Secured Party Name and Address Baldwin Service Center, Inc. 41 Defense Highway Annapolis, MD 21401	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1987 Dresser TD7E Tractor s/n 10441 With Dozer		
RECORD FEE 12.00 POSTAGE .50 #011970 0777 R01 T10:27 08/13/87		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Michael J. Ebersberger t/a Ebersberger Contracting Co.</u>	Secured Party <u>Baldwin Service Center, Inc.</u>	
By <u>[Signature]</u> (Seal) Title <u>Owner</u>	By <u>[Signature]</u> Corp Sec	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Michael J. Ebersberger</u> <small>Type or print name(s) of person(s) signing</small>	<u>ILSE H. FINK</u> <small>Type or print name of person signing</small>	
5 SA 989D		

12/80

11.50

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) H S R Corp. 900 Church Street Baltimore, Anne Arundel, MD 21208	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
ASSIGNMENT OF SECURED PARTY CIT CORPORATION	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> Four hundred ten (410) Stylex 36" x 48" Formica Tables Four hundred twenty-five (425) Virco Chairs		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>H S R Corp.</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
<u>Alan Berger</u> (Seal) Title <u>Chairman</u> By <u>S. V. Zachary</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	<u>S. V. Zachary</u> <small>Type or print name of person signing</small>	
Type or print name(s) of person(s) signing <u>Alan Berger</u>		

RECORD FEE 12.00
 POSTAGE .50
 MD11800 C-77 R01 T10427
 08/13/87

11.50

209049

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated July 13, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stidham Tire Company, Inc.
Address 3900 White Tire Road, Landover, MD 20785

2. SECURED PARTY

Name The Uniroyal Goodrich Tire Company
Address 600 South Main Street
Akron, OH 44397-0001

RECORD FEE 11.00
#012050 0777 R01 T10:31
09/13/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Debtor hereby grants The Uniroyal Goodrich Tire Company a continuing security interest in all inventory and equipment, manufactured, sold by, distributed by, or bearing the brand name of The Uniroyal Goodrich Tire Company, or any other names or marks used, sold or distributed by The Uniroyal Goodrich Tire Company wherever located, now owned or hereafter acquired by Debtor, all proceeds therefrom (including insurance proceeds or insurance premium refund) without limitations, all accounts, instruments, general intangibles, and other rights to payment of every kind, and Debtor's books and records concerning the foregoing; to secure the payment and performance of all of Debtor's indebtedness and obligations owed to The Uniroyal Goodrich Tire Company, arising at any time under the Security Agreement between the Secured Party and Debtor dated 7-13-87 or otherwise, together with interest thereon and any renewals or extensions thereof. See Appendix A for additional locations.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Michael A. Guy
(Signature of Debtor)

MICHAEL A. GUY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Uniroyal Goodrich Tire Company

(Signature of Secured Party)

R. G. Mead Mgr.-Credit Services
Type or Print Above Signature on Above Line

Appendix A

STIDHAM TIRE COMPANY, INC.

MARYLAND

149 Old Solomon's Island
Edgewater, MD
(301) 266-8300

126 N. Frederick Street
Gaithersburg, MD
(301) 948-7730

3900 White Tire Road
Landover, MD
(301) 322-3200

131 Second Street
Laurel, MD
(301) 498-1200

1015 E. Gude Drive
Rockville, MD
(301) 424-5744

12089 Rockville Park
Rockville, MD
(301) 881-2377

9443 Georgia Avenue
Silver Spring, MD
(301) 585-3071

VIRGINIA

616-A S. Pickett Street
Alexandria, VA
(703) 751-0810

2503 N. Franklin St. at Wilson Blvd.
Arlington, VA
(703) 522-1166

9494 Arlington Blvd.
Fairfax, VA
(703) 591-6280

2063 Chain Bridge Road
Vienna, VA
(703) 734-1336

1919 Princess Anne Street
Fredericksburg, VA
(703) 371-7644

WASHINGTON, D.C.

1330 - 14th Street, N.W.
Washington, D.C.
(202) 234-3118

BOOK 516 PAGE 15

ANNE ARUNDEL

FINANCING STATEMENT

250050

RECORD FEE 11.00
POSTAGE .50

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) _____ Address(es) _____

#012240 0777 R01 T1041

AIRKEM PROFESSIONAL PRODUCTS OF MARYLAND, INC. 611 F. Hammonds Ferry Road
Linthicum, Maryland 21090

08/13/87

6. Secured Party _____ Address _____

Equitable Bank, National Association

Attention: Denise Yeshnik

Loan Documentation Asst.

100 S. Charles Street

Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Airkem Professional Products of Maryland, Inc.

(Seal) By: James E. O'Malley (Seal)

James O'Malley, President

(Seal) _____ (Seal)

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

17.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Racquets International, Inc.
Address 218 Maryland Route #3 Millersville MD 21108

2. SECURED PARTY

Name Delta Leasing, Inc.
Address 1 Eves Drive Suite 101 Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Coin operated pay Telephone (Ernest Telecom) Model #70 RECORD FEE 11.00
#012250 0777 R01 T10:41
08/13/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Lewis Gerrard
(Signature of Debtor) Vice President
Racquets International Inc.
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Sharon M. Finnerty
(Signature of Secured Party)
Delta Leasing, Inc.
Type or Print Above Signature on Above Line

11/80

BOOK 516 PAGE 17

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200052

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7/20/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street Baltimore, Maryland 21202
RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#012290 0777 R01 T10:45

3. Maturity date of obligation (if any) 08/13/97

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 17, 1987, Schedule # 06, dated May 29, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 25, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Handwritten signature of Frank J. Sarro, III.

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALITMORE FEDERAL FINANCIAL, F.S.A.

Handwritten signature of secured party

(Signature of Secured Party)

LEASE
Type or Print Above Name on Above Line

Filed with Anne Arundel County

EQUIPMENT LIST

516 PAGE 18

QUANTITY	DESCRIPTION
1 (one)	COMPAQ Portable 3 w/ Expanded memory, 20 meg storage, 12 mhz clock, lotus, operating system
1 (one)	EPSON Printer LZ 1000 w/stand
1 (one)	Pitney Bowes System 6262 w/base, envelope sealer, semi-automatic feeder, self adhesive strip tape, EMS-5 Electronic mailing scale and interface.

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Lease Officer

200053

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Schumacher & Seiler, Inc.

Address 126 N Langley Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 200 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50

One (1) Mita 313Z Copier w/ADF and 10 Bin Sorter

08/13/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Loretta Weese
(Signature of Debtor)

LORETTA WEESE
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

7AA Co.
1152

Butler Leasing Company

BOOK 516 PAGE 20

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. 209054

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): ADMIRAL AUTO INSURANCE AGENCY, INC.
3903 Liberty Heights, Ave.
Baltimore, Md. 21207

LESSOR (SECURED PARTY): BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

EQUITABLE BANK N.A.
100 South Charles Street
Baltimore, MD 21201

RECORD FEE 11.00

POSTAGE .50

#012310 0777 R01 T10+52

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
(XX) If checked, see Equipment Schedule attached hereto and made a part hereof.

08/13/97

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):

ADMIRAL AUTO INSURANCE AGENCY, INC.

BY: Thomas J. Calleri

THOMAS J. CALLERI PRES
PRINT NAME & TITLE

LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY

BY: Deborah Scherr

DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 609
Columbia, MD 21045-0609

204
D-05-1

11/50

300- 516 FEB 21

<u>QUANTITY</u>	<u>DESCRIPTION</u>
EQUIPMENT TO BE LOCATED: 2079 Mondawmin Mall, Baltimore, Md. 21217	
1	1A2 Telephone System
1	13-Line Key Service Unit with power supply
7	Line Cards
1	Tape recorder for music
4	10-Line Ash Desk Telephones
EQUIPMENT TO BE LOCATED: 5422 Sinclair Lane, Baltimore, Md. 21206	
1	1A2 Telephone System
1	6-Line Key Service Unit with power supply
3	Line Cards
1	Tape recorder for music on hold
1	Ash 5 line desk telephone
EQUIPMENT TO BE LOCATED: 805 Eastern Blvd., Essex, Md. 21221	
1	1A2 Telephone System
1	6-Line Key Service Unit with power supply
4	Line Cards
1	Tape recorder for music on hold
1	Ash 5 line desk telephone
EQUIPMENT TO BE LOCATED: 1839 North Avenue, Baltimore, Md. 21217	
1	1A2 Telephone System
1	6-Line Key Service Unit with power supply
3	Line Cards
1	Tape recorder for music on hold
1	Ash 5 line desk telephone
EQUIPMENT TO BE LOCATED: 6612 Ritchie Highway, Glen Burnie, Md. 21061	
1	TELCOA 1A2 Telephone System
1	6-Line Key Service Unit with power supply
4	Line Cards
1	Tape recorder for music on hold
2	5-Line Desk Telephones (Ash)
EQUIPMENT TO BE LOCATED: 3903 Liberty Heights Ave., Balto., Md. 21207	
1	1A2 Telephone System
1	6-Line Key Service Unit with power supply
4	Line Cards
1	Tape recorder for music on hold
2	Ash 5 line desk phones
EQUIPMENT TO BE LOCATED: 5623 Reisterstown Rd., Balto., Md. 21215	
1	1A2 Telephone System
1	6-Line Key Service Unit with power supply
4	Line Cards
1	Tape Recorder
1	5-Line Ash desk telephone
INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.	

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 36,000.00

1. Name of Debtor(s) (or Assignor): AMB Partnership
Address: 7575 Ritchie Highway
Glen Burnie, MD 21061

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
Address: Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:
See attached Schedule "A" made a part hereof by reference.

4. Check the statements which apply, if any, and supply the information indicated:

RECORD FEE 14.00
RECORD TAX 252.00
POSTAGE .50

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:
#012300 0777 R01 T10:53
08/13/87

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s): AMB Partnership
Paul M. Rosoff
Max C. Frank
Ram K. Rastogi

Secured Party:
THE BANK OF BALTIMORE
By: William S. Ellerman
William S. Ellerman, V.P.
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

14
250
50

SCHEDULE A

- 1 86MB w/4MB Ram Hard Disk Computer
- 1 60 MB Tape Back Up
- 5 Intelligent Terminals
- 1 200 CPS Printer w/ Stand
- 1 400 CPS Printer w/ Stand
- 1 Letter Quality Printer
- 1 300 Watt VPS
- 1 1200 Bond Masem
- 1 Add'l Post Card

BODA 516 PAGE 23

- 1 Complete NMS Software includes Finan. Acct'g Manual, Improved claims, Expanded Reports, Route Slips, Regular Bills, Medical records, Collectible patient Records.
- 1 Word Processing Pkg.

3000 516 PAGE 24

209056

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any).

1 Debtor(s) (Last Name First) and Address(es)

M.D.B. Trucking, Inc.
1733 Friar Court
Crofton, Md. 21114

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc
201 Ritchie Road
Capitol Heights, Md. 20743

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#012390 0777 R01 T10156

4 This financing statement covers the following types (or items) of property.

1987 Freightliner FLC 11264 Ser. # 1FVUZCYB1HH403713

1987 R/S Dump Body Ser. 3 86111407

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL
sales CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp
P.O. Box A
College park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

1332167/14

M.D.B. Trucking, Inc

Washington Freightliner, inc

By:

Dennis L Boan

Signature(s) of Debtor(s)

By:

[Signature]

Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

1140

603469 Rev 12-80

BOOK 516 PAGE 25

207057

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Hutzler Brothers Company One East Joppa Road Towson, Maryland 21204	2 Secured Party(ies) and address(es) BancOhio National Bank 155 East Broad Street Columbus, Ohio 43215	3 Maturity date (#8 above): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
 POSTAGE .50
 #000780 0040 R03 T15:48

*Inventory - not subject to recordation tax

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered This financing statement is to be filed in the real estate records

No. of additional sheets presented: 08/13/87

Filed with: Clerk of Circuit Court, Anne Arundel County, Maryland
 This instrument prepared by David J. Hirsch, Esq., Columbus, Ohio

The Hutzler Brothers Company BancOhio National Bank.....
 By: *Thomas R. Ketteler VP* By:
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.
 NATIONAL GRAPHICS CORP., COLUMBUS, OHIO
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 National Graphics Corp., Cols., O. Form No. L8-14

11.03

EXHIBIT A

BOOK 516 PAGE 26

A. All of the inventory now owned or hereafter acquired by Hutzler Brothers Company ("Hutzler"), including but not limited to all raw materials, work in process, finished goods, supplies and leased goods relating thereto wherever located which at the time in question are owned by Hutzler and are held for sale or lease, or held by Hutzler, as lessor under a lease, or furnished (or to be furnished) by Hutzler, to another party under a contract of service, lease or sale or used or consumed (or to be used or consumed) in Hutzler's business.

B. All proceeds and products of the foregoing.

C. All records and documents relating to the foregoing.

269053

BOOK 516 PAGE 27

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es) Hutzler Brothers Company One East Joppa Road Towson, Maryland 21204	2 Secured Party(ies) and address(es) Schottenstein Stores Corporation 1800 Moler Road Columbus, Ohio 43207	3 For Filing Officer (Date, Time, Number, and Filing Office) 
---	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

See Exhibit A attached hereto and made a part hereof.

RECORD FEE 11.00
 POSTAGE .50
 #000790 0040 R03 715:49
 08/13/87

*Inventory - not subject to recordation tax

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Clerk of Circuit Court, Anne Arundel County, Maryland

This instrument prepared by Neil Bulman, Jr., Columbus, Ohio

The Hutzler Brothers Company	Schottenstein Stores Corporation.....
By: 	By:
Signature(s) of Debtor(s) Thomas R. Ketteler, Vice President	Signature(s) of Secured Party (ies)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

National Graphics Corp., Cols., O. Form No. L8-14

1103



EXHIBIT A

A. All of the inventory now owned or hereafter acquired by Hutzler Brothers Company ("Hutzler"), including but not limited to all raw materials, work in process, finished goods, supplies and leased goods relating thereto wherever located which at the time in question are owned by Hutzler and are held for sale or lease, or held by Hutzler, as lessor under a lease, or furnished (or to be furnished) by Hutzler, to another party under a contract of service, lease or sale or used or consumed (or to be used or consumed) in Hutzler's business.

B. All proceeds and products of the foregoing.

C. All records and documents relating to the foregoing.

512 266 267627

516 29

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1 Debtor(s) (Last Name First) and Address(es) Hutzler Brothers Company One East Joppa Road Towson, Maryland 21204	2 Secured Party(ies) and Address(es) BancOhio National Bank 155 East Broad Street Columbus, Ohio 43215	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

This statement refers to original Financing Statement No. 12454 Dated May 18, 1987

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input checked="" type="checkbox"/> Amendment/ Subordination
---	--	--	--

RECORD FEE 10.00
POSTAGE .50

See Exhibit A

*Inventory - not subject to recordation tax

Debtor:
Hutzler Brothers Company
By: Thomas R. Ketteler
Vice President, Thomas R. Ketteler

#000800 0040 R03 T15:50
08/13/87

Dated: July 9, 1987

BancOhio National Bank
By: Ralph Kaparos
(Signature of Secured Party)
Vice President, Ralph Kaparos

Filing Office Copy - Alphabetical
STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-3

This form is approved by
the Secretary of State

anderson publishing co. cincinnati, ohio 45201
(Reprinted 12/86)

10³

EXHIBIT A

The Secured Party's security interest in Inventory (as defined in the referenced Financing Statement) has been subordinated to a security interest in Inventory subsequently granted BancOhio National Bank.

87-2723

BOOK 516 PAGE 31

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501 Page No. 501
Identification No. 263292 Dated August 12, 1986

1. Debtor(s) { POINTIFIEDL BUILDERS, INC.
Name or Names—Print or Type
P.O. BOX 507 Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name or Names—Print or Type
300 East Lombard Street Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#012900 0777 R01 T14:29
08/13/87
CK

Dated: June 26, 1987

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Name of Secured Party

By: M. Louise Schultz

Signature of Secured Party

M. Louise Schultz, Vice President

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.80

87-2871

BOOK 516 PAGE 32

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501 Page No. 504
Identification No. 263293 Dated August 12, 1986

1. Debtor(s) { POINTFIELD BUILDERS, INC.
Name or Names—Print or Type
P.O. BOX 507 Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name or Names—Print or Type
300 East Lombard Street Baltimore, Md 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#012950 0777 R01 T14:30
08/13/87
CK

Dated: June 17, 1987 BALTIMORE FEDERAL FINANCIAL, F.S.A.
Name of Secured Party
By: M. Louise Schultz
Signature of Secured Party
M. Louise Schultz, Vice President
Type or Print (Include Title if Company)

156

000603

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
XXXX RECORDS FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

STEAMBOAT LANDING, INC., a Maryland corporation		6106 MacArthur Boulevard,	Bethesda,	Maryland 20816
--	--	---------------------------	-----------	----------------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814
--	--	----------------------	-----------	-----------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

RECORD FEE 11.00

POSTAGE .50

#012610 0777 R01 713:59

08/13/87

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

STEAMBOAT LANDING, INC., a Maryland corporation

(Seal)

(Corporate, Trade or Firm Name)

BY: Paul C. Nassetta (SEAL)
PAUL C. NASSETTA, President

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

11.50

KATZ, FROME, SLAN & BLECKER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-2534

RETURN TO

EXHIBIT "A"

All that lot or parcel of land and premises situated, lying and being found in the First Assessment District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at the water's edge on a line with a fence which in the year 1877 was Edward E. Tillard's fence and running thence North 8 degrees East 179 feet 10 inches to a Locust tree; thence South 20 degrees West 193 feet to a point of land under the wharf; thence North 67 degrees 10 minutes West with the water's line 172 feet to the place of beginning, containing 3 rods, 14-1/5 perches, more or less.

SAVING AND EXCEPTING so much thereof as was conveyed by the Tolchester Beach Improvement Co., to Clifford C. Wineberger by deed dated May 8, 1922, and recorded among the Land Records of Anne Arundel County, Maryland in Liber WNW 50, folio 467.

SAVING AND EXCEPTING ALL THAT PORTION, if any, taken by inquisition filed in Law C-3964, and recorded in Liber 2411, folio 728.

BEING the same parcel of land which was conveyed to Steamboat Landing, Inc. by Deed of November 5, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4217, folio 677.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

200001

SECURITY AGREEMENT

2000 516 REC 35

FOR VALUE RECEIVED, Stems and Blossoms Company and General Partner, Bay Bridge Market Place, 595 Revell Highway, B 3 Annapolis, Maryland 21201 (hereinafter called Debtor), hereby grants to The Trust of Michael, Shannon and Dean Marshall of Annapolis, Maryland (hereinafter called Trust), a security interest in the following described property (hereinafter called the Collateral):

A. MOTOR VEHICLE n/a

MAKE	MODEL	YEAR	TYPE OF BODY	SERIAL NUMBER	MOTOR NUMBER
------	-------	------	--------------	---------------	--------------

B. EQUIPMENT

See Schedule A attached.

RECORD FEE	30.00
POSTAGE	.50
#013410 C345 P01 T09:41	
	09/14/87

C. MISCELLANEOUS

See Schedule A attached.

The location at which the collateral described above will be maintained, or if the Collateral consists of accounts or contract rights, the office where Debtor keeps his records concerning the Collateral is same as above and 1009 Bay Ridge Road and Trailers 2, 3, 4, 5 the locations in the USA. If Debtor is a business organization, it's cheif place of business is 595 Revell Highway B-3 Annapolis, Maryland.

The security interest hereby secures the payment and performance of the following obligations of the Debtor to the Trust (hereinafter called the Obligations):

(i) Indebtness of Debtor to Trust in the sum of Eighty Five Thousand and 00/100 Dollars (\$85,000.00) evidenced by a promissory note of even date herewith (hereinafter called the Note), executed by Debtor and bearing interest and payable to the Trust as provided therein, and any renewals or extensions thereof, plus all costs of collection, legal expenses, and

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58

attorney's fees incurred or paid by the Trust in collecting and/or enforcing such indebtedness upon default;

(ii) Any and all other liabilities of Debtor to Trust, under this Agreement.

If initiated here [____], Debtor warrants that the Collateral described above is being acquired with the proceeds of the Note, which the Trust may disburse directly to the seller of the Collateral, or jointly to the Debtor and the seller.

Debtor warrants that the Collateral is or will be used primarily for [check only one]:

- () Personal, family or household purposes
- (XX) Business
- () Farming operations

If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several. "Debtor" and the "Trust" as used in this Security Agreement include the heirs, executors and administrators, successors or assigns of those parties.

The warranties, covenants, terms and agreements on the reverse side hereof are incorporated herein and made a part hereof for all intents and purposes.

DATED: January 08, 1987

THE TRUST OF MICHAEL, SHANNON, DEAN MARSHALL
(Secured Party)

By: [Signature]
(Authorized Signature)
3402 Chesapeake Walk, Annapolis Maryland
21403

STEMS & BLOSSOMS & GENERAL PARTNER
(Debtor's Signature)

By: [Signature]
(Debtor's Signature)
James S. Marshall
Chief Consultant & Agent

Witness: [Signature]

595 Revell Hwy B-3 Annapolis, MD
21403

(Debtor's Address)

BY EXECUTING THIS SECURITY AGREEMENT, DEBTOR ACKNOWLEDGES AND UNDERSTANDING OF THE ADDITIONAL WARRANTIES, COVENANTS AND AGREEMENTS ON THE REVERSE SIDE HEREOF, AND EXPRESSLY AGREES TO BE BOUND THEREBY.

DEBTOR WARRANTS, COVENANTS AND AGREES:

516 FILE 37

TITLE - Except for the security interest hereby granted and the notation of said security interest upon the Certificate of Title for the Collateral, if any, Debtor has, or upon acquisition will have, full fee simple title to the Collateral free from any lien, security interest, encumbrance, or claim, and Debtor will, at Debtor's expense, defend any action which may affect the Trust's security interest in or Debtor's title to the Collateral.

CERTIFICATE OF TITLE - That no Certificate of Title and/or Financing Statement covering the Collateral or any tires, radios, heaters, accessories, equipment, repairs, parts or proceeds thereof, are on file in any public office, and that Debtor will execute all instruments deemed necessary by the Trust to perfect the security interest herein granted and will pay the cost of filing same.

FIXTURES - That if the Collateral has been attached to or is to be attached to real estate, a description of the real estate is as follows:

and the name of the record owner is
and that if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of the Trust furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the Collateral which is prior to the Trust's interest.

CONDITION OF COLLATERAL - Debtor certifies that the property described on the reverse side of this Agreement is as represented to the Trust, and was in good condition and repair at the time of the making of this loan, and so remains.

SALE, LEASE, OR DISPOSITION OF COLLATERAL - Debtor will not, without written consent of the Trust, sell contract to sell, lease encumber or dispose of the Collateral or any interest therein until this Security Agreement and all debts secured thereby have been fully satisfied.

INSURANCE - Debtor will insure the Collateral with companies acceptable to the Trust against such casualties and in such amounts as the Trust shall require with an inventory clause in favor of the Trust and the Trust is hereby authorized to collect sums which may become due under any of said policies and apply same to the obligations hereby secured.

PROTECTION OF COLLATERAL - Debtor will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof, Debtor will not use the Collateral in violation of any statute or ordinance and the Trust will have the right to examine and inspect the Collateral at any reasonable time. Debtor will not permit any of the Collateral to be removed from the location specified on the reverse side of this Security Agreement, except for temporary periods in the normal and customary use thereof without the prior written consent of the Trust.

TAXES - Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use and operation.

ADDITIONAL SECURITY INTEREST - Debtor hereby grants to the Trust a security interest in and to all proceeds, increase, substitutions, replacements, additions, and accessions to the Collateral, but this provision shall not be construed to mean that Debtor is authorized to sell, lease, or dispose of the Collateral without the Trust's consent. Debtor hereby agrees that all equipment, accessories, repairs and parts placed upon the Collateral during the existence of the security interest hereby granted shall become a part of the Collateral and shall be subject to the terms and provisions of this Security Agreement.

CHANGE OF RESIDENCE OR PLACE OF BUSINESS - Debtor will promptly notify the Trust in writing of any addition to, change in, or discontinuance of the place where the Collateral is to be kept, or Debtor's chief place of business or Debtor's residence.

FUTURE OF INDEBTEDNESS - The security interest hereby granted secures the indebtedness described on the front page hereof and all other obligations of Debtor to the Trust direct or indirect, absolute or contingent, due or to become due, whether existing or hereafter arising.

DECREASE IN VALUE OF COLLATERAL - Debtor will, if in the Trust's judgment the Collateral has materially decrease in value or if the Trust shall at any time deem that the Trust is insecure, wither provide enough additional Collateral to satisfy the Trust or reduce the total indebtedness by an amount sufficient to satisfy the Trust.

REIMBURSEMENT OF EXPENSES - At the Trust's option, the Trust may discharge taxes, liens, interest, or perform or cause to be performed for and in behalf of Debtor any actions and conditions, obligations or covenants which Debtor has failed or refused to perform and may pay for the repair, maintenance, and preservation of the Collateral, and a finance charge shall be payable on all sums so expended, including but not limited to, attorney's fees, court costs, agent's fees or commissions, or any other costs or expenses, at the annual percentage rate permitted per annum in the above described Note and shall be secured by this Security Agreement.

PAYMENT- Debtor will pay the Note secured by this Security Agreement and any renewal or extension thereof and will repay immediately all sums expended by the Trust in accordance with the terms and provisions of this Security Agreement.

ATTORNEY-IN-FACT - Debtor hereby appoints the Trust Debtor's attorney-in-fact to do any and every act which Debtor is obligated by this Security Agreement to do and to exercise all rights of Debtor in the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to protect the Trust's security interest in the Collateral.

TIME-WAIVER - Debtor agrees that in performing any act under this Security Agreement and the Note secured hereby that time shall be of the essence and that the Trust's acceptance of partial or delinquent payments, or failure of the Trust to exercise any right or remedy shall not be a waiver of any obligation of Debtor or right of the Trust or constitute a waiver of any other similar default subsequently occurring.

No party to this Agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any Note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest.

DEFAULT - Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:

1. Default in the payment or performance of any obligation, covenant or liability contained or referred to herein;
2. Any warranty, representation or statement made or furnished to the Trust by or in behalf of Debtor proves to have been false in any material respect when made or furnished;
3. Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
4. Loss, theft, substantial damage, destruction, sale or encumbrance to or the making of any levy, seizure or attachment thereof or thereon;
5. Any time the Trust believes that the prospect of payment of any indebtedness secured hereby or the performance of this Security Agreement is impaired;
6. Death, dissolution, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor or surety for Debtor on any obligations secured hereby.

REMEDIES - Upon the occurrence of any such event of default, and at any time thereafter, the Trust may declare all obligations secured hereby immediately due and payable any may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided in this Agreement or by applicable law.

Right to Possession - Upon default, the Trust, its agents or servants, have the right to enter any premises owned or leased by the Debtor to take possession of the Collateral, render it unusable, or dispose of it on the Debtor's premises, and may proceed with or without judicial process. It is expressly understood and agreed that the Trust shall not be responsible for loss, damage or destruction of any personal property of any nature whatsoever which may be in said Collateral at the time of taking possession by the Trust, its agents or servants.

Duty of Debtor to Assemble Collateral - The Trust may require Debtor to assemble the Collateral and make it available to the Trust at any place to be designated by the Trust which is reasonably convenient to both parties, or at Trust's option said Collateral shall remain on Debtor's premises and be subject to sale or other disposition by Trust on such premises in pursuance of its rights and remedies as aforesaid.

Disposition of Collateral - Any proceeds of any disposition of any of the Collateral may be applied by the Trust to the payment of expenses in connection with the Collateral, and any balance of such proceeds may be applied by the Trust toward the payment of such of the obligations of the Debtor, and in such order of application, as the Trust may from time to time elect. Expenses of retaking, holding, preparing for sale, selling and the like shall include the Trust's reasonable attorney's fees and legal expenses, and the Debtor agrees to pay such expenses.

Notice - Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Trust will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown on the reverse side of this Security Agreement at least five days before the time of the sale or disposition.

Deficiency - Upon default if the sale or other disposition of the Collateral fails to satisfy the obligations secured by this Agreement and the reasonable expenses incurred by the Trust incident thereto, the Debtor shall be liable for any deficiency. Debtor hereby authorizes a confession of judgement in the amount of such deficiency, costs, etc., waiving the benefits of all valuation, appraisal and exemption laws and all rights of appeal.

Remedies Cumulative - The remedies of the Trust hereunder are cumulative and the exercise of any one of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of the Trust.

VALIDITY OF PROVISIONS - Any provision of this Security Agreement prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement

CAPACITY - The Debtor hereby declares the name subscribed on the reverse side of this Agreement is correct and true.

SCHEDULE A

BOOK 516 PAGE 41

Collateral

Inventory Collateral

All present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds (collectively "Inventory").

Receivables Collateral

All present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory (collectively "Receivables").

Furniture, Fixtures, Equipment and Supplies Collateral

All present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

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BOOK 516 PAGE 42

FINANCING STATEMENT

July 31, 1987

DEBTOR: OLD SOLOMONS JOINT VENTURE
A Maryland General Partnership

ADDRESS: 2444 Solomons Island Road, Suite 209
Annapolis, Maryland 21401

SECURED PARTY: CONTINENTAL FEDERAL SAVINGS BANK

ADDRESS: 4020 University Drive
Fairfax, Virginia 22030

I. The Debtor grants to the Secured Party a security interest in and this Financing Statement covers the following:

FEES 19.00
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E345 R01 110407
06/14/87

- (a) All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor and now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, excluding any such chattels or personal property owned by tenants of the real property described below.

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- (b) All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvements of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- (c) All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting recordings, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals and replacements thereof.
- (d) All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification or amendment thereof.
- (e) All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles,

stones, rocks, soil and the like (including oil and gas) which have not been extracted from the real property described below.

- (f) All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- (g) All rents, profits and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
- (h) All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
- (i) All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- (j) All awards, payments or, subject to the hereinafter mentioned Deed of Trust, insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the real estate or improvements.
- (k) All right, title and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now or hereafter affecting

all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon.

II. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A" attached hereto, being located in the County of Anne Arundel, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this Financing Statement. The record owner of such real estate is the Debtor.

III. This Financing Statement publicizes a Deed of Trust and Security Agreement of even date herewith, from the Debtor to Trustees, securing a debt to the Secured Party in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00).

IV. The proceeds and products of the collateral are secured, as are future advances and after acquired property, and any substitutes, renewals, replacements, additions and accretions of or to any of the above described collateral.

DEBTOR:

OLD SOLOMONS JOINT VENTURE
A Maryland General Partnership

By: *A. John Briscuso* (SEAL)
A. JOHN BRISCUSO
General Partner

By: *P. Wesley Foster* (SEAL)
P. WESLEY FOSTER
General Partner

BOOK 516 PAGE 48

269053

FINANCING STATEMENT

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation _____
 - (2) _____ in Land Records of _____ County _____
 - (3) Financing Statement Records of Anne Arundel County, Maryland X

This Financing Statement evidences and publicizes the lien and provisions of an Indemnity Assignment of Lessor's Interest in Leases from the Debtor to Farmers National Bank of Maryland dated *August 11*, 1987, securing a Letter of Credit in the principal amount of Eighty Three Thousand Seven Hundred Ninety-two Dollars (\$83,792.00). No recordation tax is required.

NAMES AND ADDRESSES OF DEBTOR:

Ronald A. Jones
 20 Hudson Street
 Annapolis, Maryland 21401

NAME AND ADDRESS OF SECURED PARTY:

Lender:

FARMERS NATIONAL BANK OF MARYLAND
 5 Church Circle
 Annapolis, Maryland 21401

RECORD FEE 11.00

POSTAGE .50

#008810 0055 R02 T10:19

08/14/87

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MICHAEL R. ROBLER, P.A.
 ATTORNEY AND
 COUNSELOR AT LAW
 7 WILLOW STREET
 ANNAPOLIS, MD 21401

MR
R

BOOK 516 PAGE 47

1. This Financing Statement covers the following items of property:

(a) Interest in all Leases upon all or any part of the Premises known as 20 Hudson Street, Annapolis, Maryland and further described in a deed recorded among the land records of Anne Arundel County in Liber 2951, folio 217.

Dated: August 11, 1987

DEBTOR:

Ronald A. Jones (SEAL)
Ronald A. Jones

269081

516 48

To Be Recorded In The Land
And In The Chattel Records
Of Anne Arundel County And
Among The Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax On
Principal Amount Of \$159,125.00
Which Was Paid To The Clerk Of
The Circuit Court Of Anne
Arundel County Upon The Filing
Of A Deed of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** **YOST BROTHERS, INC.**
7466 Railroad Avenue
Harmans, Maryland 21077
Attention: Glenn A. Yost,
President

- 2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL,**
F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending
Division

- 3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest *in and to*
the following:
 - a. All plant, equipment, apparatus, machinery, fittings,
appliances, furniture, furnishings, and fixtures, and
other chattels and personal property and replacements
thereof, now or at any time hereafter affixed or
attached to, incorporated in, placed upon, or in any
way used in connection with the current or future
utilization, enjoyment, occupation, or operation of the
below referred to real property including by way of
example and not by way of limitation, all lighting,
heating, ventilating, air conditioning, incinerating,
sprinkling, laundry, lifting and plumbing fixtures and
equipment, water and power systems, loading and
unloading equipment, burglar alarms and security
systems, fire prevention and fire extinguishing systems
and equipment, engines, boilers, ranges, refrigerators,
stoves, furnaces, oil burners or units, communication
systems and equipment, dynamos, transformers, motors,
tanks, electrical equipment, elevators, escalators,
cabinets, partitions, ducts, compressors, switchboards,
storm and screen windows and doors, pictures,
sculptures, awnings and shades, signs and shrubbery.

RECORD FEE 21.00
POSTAGE .50
#009110 0055 R02 711:23
08/14/87
Ja

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- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

YOST BROTHERS, INC.,
A Maryland Corporation

By: Glenn A. Yost (SEAL)
Glenn A. Yost,
President

Date: July 24, 1987

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6652
BB 504 0061

EXHIBIT A

BEING KNOWN and designated as Lot Numbered Thirty-seven (37) as shown on a Plat entitled "BROADVIEW ESTATES, SECTION 2", said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 84, page 15.

STATE OF MARYLAND

BOOK 516 PAGE 53

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200073

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated July 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County, Maryland

RECORD FEE 11.00

POSTAGE .50

Address 44 Calvert Street, Arundel Center, Annapolis, MD 21401

MD 12560 0345 R01 710/24

2. SECURED PARTY

Name First Union Commercial Corporation

08/14/87

JA

Address First Union Plaza, CORP-9 Charlotte, NC 28288

Linda L.G. Ciemny

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All equipment, fixtures and furnishings and other personal property and all modifications and additions thereto, and replacements and substitutions therefore in whole or in part, now or hereafter covered by that Equipment Lease/Purchase Agreement dated 7/22/87 and all schedules now or hereafter referencing said

Name and address of Assignee

Lease between Secured Party, as Lessor, and Debtor, as Lessee. Secured Party and Debtor have entered into a valid lessor-lessee relationship. Proceeds of collateral are also covered, but Debtor does not have the power of sale. This filing is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

APPROVED FOR FORM AND LEGAL SUFFICIENCY.

COUNTY SOLICITOR

ANNE ARUNDEL COUNTY, MARYLAND

BY Patricia A. Kagan 7/31/87
DATE

Adrian G. Teel
(Signature of Debtor)

ANNE ARUNDEL COUNTY, MARYLAND
Type or Print Above Name on Above Line

(Signature of Debtor)

Adrian G. Teel
Type or Print Above Signature on Above Line

FIRST UNION COMMERCIAL CORPORATION

Linda H. Minter
(Signature of Secured Party)

Linda H. Minter/ AVP
Type or Print Above Signature on Above Line

11.50

200070

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Bay Country Veterinary Hospital

1197 Generals Highway
Crowsville, MD 21032

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All furniture, fixtures and equipment now owned or hereafter acquired by Borrower and all proceeds (cash & non-cash) of such furniture, fixtures and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be ~~crossed on the~~ following real estate:

RECORD TAX	11.00
RECORD TAX	210.00
POSTAGE	.50

#014120 C345 R01 T13:05
Ja 09/14/87

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Bay Country Veterinary Hospital

FARMERS NATIONAL
BANK OF MARYLAND

By:

John D. Hou Jr.

BY

R. Michael Stymansky

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 55
Identifying File No. 200077

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 30 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastern Petroleum Corporation
Address 33 Hudson Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any)

MD14380 C345 R01 T1343

4. This financing statement covers the following types (or items) of property: (list)

08/14/87

All inventory, equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles. JOK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

Eastern Petroleum Corporation


(Signature of Debtor)

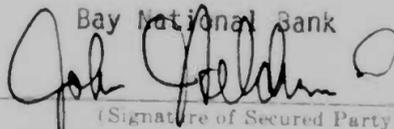
J. Kent McNew, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank


(Signature of Secured Party)

John J. Feldman, III Vice President

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 56

Identifying File No. 200073

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 21 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.J. Moore and Associates, Inc.

Address 1010 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

0345 R01 713:44
08/14/87

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R.J. Moore and Associates, Inc.

[Signature]
(Signature of Debtor)

ROBERT J. MOORE, President

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

RODERIC E. ORDWAY

Type or Print Above Signature on Above Line
Vice President

Bay National Bank

[Signature]
(Signature of Secured Party)

John J. Feldman, III Vice President

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200070

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 17 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Davis' Pub, Inc.
Address 400 Chester Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50
#014400 0345 R01 T13:45
JA 08/14/87

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Davis' Pub, Inc.

By: [Signature]
(Signature of Debtor)
Lee Troutner, President

Type or Print Above Name on Above Line
Michaela Troutner
(Signature of Debtor)
Michaela Troutner, Secretary
Type or Print Above Signature on Above Line

Bay National Bank
[Signature]
(Signature of Secured Party)
Lee M. Donovan, President
Type or Print Above Signature on Above Line

SCHEDULE "A"

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount of \$40,000 and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 400 Chester Avenue, Annapolis, MD 21403.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

200000

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF
<input checked="" type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

Fresh Corp., Inc.

Name or Names—Print or Type
7477 Baltimore-Annapolis Blvd., Glen Burnie, MD 21061

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Anne Arundel County, Maryland

Name or Names—Print or Type
44 Calvert Street, Annapolis, Maryland 21401

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Fixtures, Equipment, Inventory, and other property, all as described on Exhibit A, attached hereto.

4. If above described personal property is to be affixed to real property, describe real property.

Units 1-B, 1-C, 1-D and 1-E, comprising 3,130 square feet net rentable space on the first floor of the three-story building constructed on the property which has a street address of 7477 Baltimore-Annapolis Blvd., Glen Burnie, Maryland 21061.

5. If collateral is crops, describe real estate.

not applicable

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Fresh Corp., Inc.

SECURED PARTY:

(Signature of Debtor)

By: Rhonda Falcon, President

Type or Print

Rhonda Falcon, Pres.

(Signature of Debtor)

Type or Print

Anne Arundel County, Maryland

(Company, if applicable)

Adrian G. Teel

(Signature of Secured Party)

Adrian G. Teel, Director of Administration

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Patricia A. Logan, Assistant County Solicitor

Arundel Center, P. O. Box 1831, Annapolis, MD 21404

LEGAL BROK. Form F-1

APPROVED FOR FORM AND LEGAL SUFFICIENCY. COUNTY SOLICITOR

ANNE ARUNDEL COUNTY, MARYLAND

BY *Patricia A. Logan* 7-15-97

OFFICE OF LAW DATE

1987 JUL 27 A 8 22

1987 JUL 14 PM 3:19

FINANCING STATEMENT

Fresh Corp., Inc. - Debtor

Anne Arundel County, Maryland - Secured Party

EXHIBIT A

1. Fixtures on the real property described.
2. Inventory of every description held by Debtor for sale or raw materials used or useful in the conduct of the business of Debtor.
3. Equipment being used or bought for use in Debtor's business, including but not limited to: new or used refrigerators, stoves, heating equipment, air conditioning equipment, furniture and furnishings, and other electrical or mechanical commercial appliances, equipment, accessories, appurtenances, supplies, or replacement parts.
4. All other tangible personal property used in connection with the operation of Debtor's business on the real property described.

200001

BOOK 516 PAGE 01

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corporation

Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Co.

Address P.O. Box 65090

West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 15 Mini Diesel Excavator
w/16" bucket SN 001204

RECORD FEE 11.00
POSTAGE .50
#010100 0237 R02 T09:22
08/17/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Northward Corporation

Type or Print Above Name on Above Line

Frederick Wagner

(Signature of Debtor)

Frederick Wagner

Type or Print Above Signature on Above Line

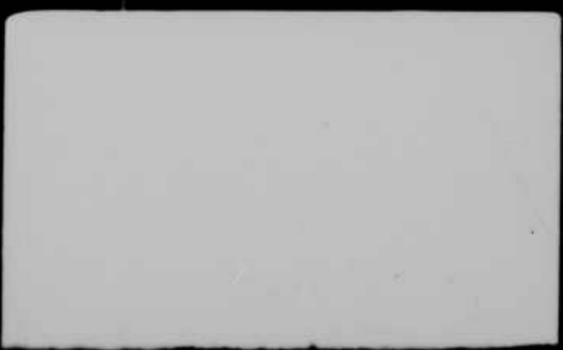
John Deere Co

(Signature of Secured Party)

John Deere Co

Type or Print Above Signature on Above Line

11.00



209032

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corporation
Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090
West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 25 Mini Diesel Excavator
w/18" bucket
S/N CH0025D001062

RECORD FEE 11.00
POSTAGE .50
#010110 0237 R02 T09:23
08/17/87

Ja

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Northward Corporation
Type or Print Above Name on Above Line

Fredrick Wagner
(Signature of Debtor)

Fredrick Wagner
Type or Print Above Signature on Above Line

John Deere Co
(Signature of Secured Party)

John Deere Co
Type or Print Above Signature on Above Line

1103

263033

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name Vincent J. Glorioso

Address 8373 Elm Road, Millersville, MD 21108

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

214
New John Deere Lawn & Garden Tractor M002142420296
38" mower
30" Hydraulic Tiller

RECORD FEE 11.00
POSTAGE .50
#010120 0237 R02 T09:24
08/17/87

JA

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Vincent J. Glorioso
(Signature of Debtor)

Vincent J. Glorioso
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rental
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

1100 50

BOOK 516 PAGE 64

209001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack D. Guertin
Address 1211 West River RD. Shady Side MD 20764

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Dr., Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

John Deere 318 Lawn & Garden Tractor ^{S/N} 423852
50" Mower
54 Front Blade w/angling Kit
Ohio Steel Dump Cart

RECORD FEE 11.00
POSTAGE .50
#010130 C237 R02 T09:25
08/17/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jack Guertin

(Signature of Debtor)

Jack Guertin

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annalis 4A Rentals & Sales

(Signature of Secured Party)

Annapolis 4A Rentals & Sales

Type or Print Above Signature on Above Line

112

203005

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William Kalb
Address PO Box 8 Mayo, Md. 21106

2. SECURED PARTY

Name Annapolis 4A Rentals
Address 1919 Lincoln Dr
Annapolis, Md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
New John Deere 850 Utility Diesel Tractor
MFWD, Roll Guard SN H08505024115
John Deere 75 Loader w/ Bucket

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#010140 C237 R02 T09:25
08/17/87
JA

William T. Kalb
(Signature of Debtor)

William Kalb
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rental
(Signature of Secured Party)

Annapolis 4A Rentals
Type or Print Above Signature on Above Line

11.00 50

200006

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rhode River Boat Sales MARINA INC
Address 3932 Germantown Rd., Edgewater, MD 21037

2. SECURED PARTY

Name John Deere Co.
Address P. O. Box 65090
West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 950 Tractor MFWD, SIN 029004
Roll Guard, Seat Belt
John Deere 75 Loader
John Deere Forks

RECORD FEE 11.00
POSTAGE .50
#010150 0237 R02 T09:25
08/17/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RHODE RIVER MARINA INC
(Signature of Debtor)

Rhode River Boat Sales MARINA INC
Type or Print Above Name on Above Line

Brian H. Conner
(Signature of Debtor)

Brian Conner
Type or Print Above Signature on Above Line

Angela Y.A. Rentals
(Signature of Secured Party)

Annapolis YA Rentals
Type or Print Above Signature on Above Line

11.00

209037

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul Hayden, Jr.
Address 111 Llewelyn Lane, Huntington, MD 20639

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

J.D. 332 Lawn & Garden Tractor
w/46" mower S/N M00332X420201

RECORD FEE 11.00
POSTAGE .50
#010160 C23T R02 T09:26
08/17/87

JA

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul Hayden, Jr.
(Signature of Debtor)

Paul Hayden, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals & Sales
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

1105

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Daryl Hockstra
Address 3120 Granite Road, Woodstock, MD 21163

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 420 Lawn & Garden Tractor S/N M00420X360687
J.D. 60" Mid mower

RECORD FEE 11.00
POSTAGE .50
#010170 C237 R02 T09:26
08/17/87
jd

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daryl Hockstra
(Signature of Debtor)

Daryl Hockstra
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals

(Signature of Secured Party)

Annapolis 4A Rentals & Sales

Type or Print Above Signature on Above Line

1100 3

263083

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard Bishop

Address 4361 Solomons Island Road, Harwood, MD 20776

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used 650 Utility Diesel Tractor, MFWD
New 35 Rear Blade
New J.D. 160 Mid mower

S/N 010648

RECORD FEE 11.00
POSTAGE .50
#010180 0237 R02 T09:27
08/17/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard D. Bishop
(Signature of Debtor)

Richard Bishop
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annapolis 4A Rentals
(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

11.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 358 ON 8/14/84 (DATE)

1. DEBTOR

Name Lyle S. Firnhaber and April J. Firnhaber
Address 1253 Stonewood Court, Annapolis, MD 21401

2. SECURED PARTY

Name Norwest Financial Maryland, Inc.
Address 24 B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>RECORD FEE 10.00 POSTAGE .50 4017990 C345 R01 T11:49</p>	

08/17/87
CK

Dated 8/12/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 481 FOLIO 425 ON 1/17/85 (DATE)

1. DEBTOR

Name Phillip L. Colbert and Velma T. Colbert
Address 30 Parole St., Annapolis, MD 21401

2. SECURED PARTY

Name Norwest Financial Leasing Inc.
Address 24 B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

4017300 0345 R01 711:50
03/17/87
CK

Dated 8/12/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 477 FOLIO 115 ON 8/22/84 (DATE)

1. DEBTOR

Name James M. Butler and Jeanette Butler

Address 1129 President St., Annapolis, MD 21403

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address 24 B Defense Street, Annapolis, MD 21401

RECORD FEE 10.00

POSTAGE .50

NOV 29 10 03 AM '84

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/17/87

CK

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>_____</p>	

Dated 8/22/84

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 474 FOLIO 390 ON 7/13/84 (DATE)

1. DEBTOR

Name Edward Mackiewicz and Carol Mackiewicz

Address 6165 Old Solomons Island Rd., Tracys Landing, MD

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address 24 B Defense Street, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

#017920 0345 R01 T11:50

3. Maturity date of obligation (if any) _____

09/17/87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



Dated 8/10/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 45 ON 8/6/84 (DATE)

1. DEBTOR

Name Agnes R. Chase

Address 1230 Jones Station Rd., Arnold, MD 21012

2. SECURED PARTY

Name Norwest Financial Maryland, Inc.

Address 24 B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00

STAMP .50

4017930 0345 R01 T11451

05/17/87

CK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated 8/11/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 475 FOLIO 334 ON 7/27/84 (DATE)

1. DEBTOR

Name Carroll D. Truett and James Truett
Address 18 Steele Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.
Address 24 B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: termination
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50

8017950 C345 R01 711:52

08/17/87

CK

Dated 8/17/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 409 ON 8/15/84 (DATE)

1. DEBTOR

Name Edmund Anderson Jr and Jennie Anderson

Address 211 Magothy Bridge Rd., Pasadena, MD 21122

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.

Address 24 B Defense St., Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#017940 C345 R01 T11:51
08/17/87
CK

Dated 8/17/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

BOOK 516 PAGE 77

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 477 FOLIO 86 ON 8/2/84 (DATE)

1. DEBTOR

Name Tommie Miller
Address 2049 Friendly Pl, Crofton, MD 21114

2. SECURED PARTY

Name Norwest Financial Leasing, Inc.
Address 24 Defense St., Suite B, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50

#017960 0349 R01 T11:52
08/17/87

CK

Dated 8/17/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 476 FOLIO 134 ON 8/8/84 (DATE)

1. DEBTOR

Name Robert L. Thompson and Betty Thompson

Address 2 Louis Dr., Annapolis, MD 21401

2. SECURED PARTY

Name Norwest Financial Maryland Inc.

Address 24 Defense St., Suite B, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
4017970 0345 R01 711:52
08/17/87
CK

Dated 7/17/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder, Manager
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 477 FOLIO 252 ON 8/28/84 (DATE)

1. DEBTOR

Name William Spicer and Peggy Spicer
Address 1817 Loreley Rd., Edgewater, MD 21037

2. SECURED PARTY

Name Norwest Financial Maryland, Inc.
Address 24 Defense Street, Suite B, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50

#017980 D345 R01 T11453
08/17/87
CK

Dated 8/17/87

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder, Manager
Type or Print Above Name on Above Line

200000

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....6,000.....

1. Name of Debtor(s): Marcy A. Kelly CPA, P.A.
 Address: 404 Crain Highway SW,
 Glen Burnie, Maryland 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 11.00

RECORD TAX 42.00

POSTAGE .50

3. This Financing Statement covers the following types (or items) of property:
 AT&T Plus, Epson LQ800 Printer & 60M/byte tape drive

#017760 0345 R01 711427

JA 09/17/87

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Marcy A. Kelly CPA P.A.

Secured Party:

Marcy A. Kelly, President

FIRST AMERICAN BANK OF MARYLAND

.....
 Marcy A. Kelly Pres.

By: *Dennis L. Ortiz*
 Assistant Vice-Pres.

Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11/40.50

209091

BOOK 516 PAGE 81

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: 1277 ANNAPOLIS RD
CITY & STATE: LANHAM, MD. 20706

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
1277 ANNAPOLIS RD		07-29-87	
PT MIDDLE, MD. 20705		ACCOUNT NO	TAB
ANNE ARUNDEL		300007103	8200

Filed with: _____ Proceeds and Products of the collateral are also covered

This Financing Statement covers the following types (or items) of property:

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe) bike, Pentax camera, weights, radios, stereo, VCR

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

JA #01767D 0345 R01 T11:19
08/17/87

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1375.20

BY [Signature] TITLE Clerk
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) [Signature] DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11 14-80

200000

BOOK 516 PAGE 82

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3 Bank Note No.

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) And Address(es):

4. For Filing Officer: Date, Time, File No., Filing Office:

Douglas Margerum
1724 Reynolds St.
Crofton, MD 21114



AMERICAN SECURITY BANK, N. A.
15th & PENNSYLVANIA AVE. N.W.
WASHINGTON, D. C. 20013

RECORD FEE 11.00

#017650 0345 R01 711117

08/17/87

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

All of the Debtor's right, title and interest as a general partner in Mount Pleasant Associates general partnership, a Maryland general partnership.

5. Assignee(s) of Secured Party, Address(es):

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

Proceeds Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]

By Douglas Margerum
Debtor(s) [or Assignor(s)]

AMERICAN SECURITY BANK, N.A.

By [Signature]
Vice-President Secured Party(ies) [or Assignee(s)]

11

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
 PEN-MAR COMPANY, INCORPORATED
 1320 North Monroe Street
 Baltimore, Maryland 21217

2. Secured Party(ies) and address(es)
 THE FIRST NATIONAL BANK OF
 MARYLAND
 308 Lafayette Building
 40 West Chesapeake Avenue
 Towson, Maryland 21204
 ATTN: Lloyd B. Harrison
 Loan Officer

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

4017570-0345 501 711413

4. This statement refers to original Financing Statement bearing File No. 486/534
 Financing Statement Records
 Filed with of Anne Arundel County Date Filed July 17, 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10. CK
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Section 3.B. of the original Financing Statement referred to above is hereby amended to add the following to the end of said section:

Additionally, all or a portion of the above-described equipment and fixtures is affixed or to be affixed to the real estate described in that certain deed dated December 23, 1986, which was recorded among the Land Records of Baltimore City in Liber 1201, folio 513; the record owner of said real estate is The Baltimore Asphalt Paving Company.

No. of additional Sheets presented:

PEN-MAR COMPANY, INCORPORATED

THE FIRST NATIONAL BANK OF MARYLAND

By: [Signature] (SEAL)
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] (SEAL)
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10-50

Return recorded document to:
Annapolis Federal Savings Bank
Consumer/Commercial Lending
P.O. Box 751, Annapolis, MD 21404

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

BOOK 516 PAGE 84

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

For Filing Officer Use
File No. _____

Date & Hour _____

This statement is presented to filing officer for filing pursuant to the Uniform
Commercial Code.

Filing Number of original financing statement 258140

Date of Filing 8/8/85

Record References 488 157

Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s) (last name first)	No.	Street	City	State
Newcomb Electric, Inc.	18104	Queen Anne Bridge Road	Bowie	MD

Name of Secured Party or Assignee	No.	Street	City	State
Bay National Bank	2661	Riva Road, Bldg. 700	Annapolis	MD

CHECK APPLICABLE STATEMENT

RECORD FEE 10.00

POSTAGE .50

#017470/C345 R01 T11403

08/17/87

- CONTINUATION
The original Financing Statement identified above by file number is still effective. *CK*
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

DEBTOR(S) OR ASSIGNOR(S)

Thomas E. Newcomb
Thomas E. Newcomb, President

Type or Print Name Under Signature

Bay National Bank

Corporate, Trade, or Firm Name

[Signature]
Signature of Secured Party or Assignee

Vice President
Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

20 / 10 85

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 516 PAGE 85

FINANCING STATEMENT

DATE: July 24, 1987

200001

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Newcomb Electric, Inc.

ADDRESS: 18104 Queen Anne Bridge Road
Bowie, Maryland 20716

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
ADDRESS: CONSUMER/COMMERCIAL LENDING DEPARTMENT
P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired.

RECORD FEE 11.00
POSTAGE .50
#017460 C345 R01 T11:02
08/17/87

JH

DEBTOR(S):
Newcomb Electric, Inc.
(Company Name)

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Thomas E. Newcomb*
Thomas E. Newcomb, President

BY: *Paul R. O'Connell*
(Authorized Signature)

BY: _____
Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signatory.)

1180

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 516 PAGE 86

Name G. J. Marshall & Sons

Address 10621 Riggs Hill Rd., Jessup, MD 20794

2. SECURED PARTY

RECORD FEE 11.00

Name Master Lease Corporation

POSTAGE .50

Address One Presidential Blvd.

4017890 0345 R01 110:59

Bala Cynwyd, PA 19004

09/17/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

JH

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Mail Equipment as more clearly defined in lease #87023540 dated 7/13/87. This is a lease and is for informational purposes only.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

1150 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

G. J. Marshall & Sons
Type or Print Above Name on Above Line BY Carolyn L. [Signature]

AS ATTORNEY IN FACT

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ken Marshall

Carolyn L. [Signature]

(Signature of Secured Party)

MASTER LEASE CORPORATION

Type or Print Above Signature on Above Line

200000

BOOK 516 PAGE 87

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

FINANCING STATEMENT

Annapolis Dirt Contractors, Inc.

Name or Names—Print or Type
22 Willow Road, Annapolis, Anne Arundel, Maryland.
Address—Street No., City - County State Zip Code

1. Debtor(s):

Salvatore S. Leva
Name or Names—Print or Type
987 Highpoint Dr., Annapolis, Anne Arundel, Md. 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
Name or Names—Print or Type
P. O. Box 65090 West Des Moines, Iowa 50265
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 - Used John Deere 410 Wheel Loader Backhoe, S/N 358436T
W/ ROPS Canopy, 1 cu. yd. Loader Bucket and 24" Backhoe
Bucket

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 12.00
POSTAGE .50
#017370 0345 R01 110458
03/17/87
JM

6. Proceeds of collateral are are not secured.

7. Products of collateral are are not secured.

1250
Debtor(s) Annapolis Dirt Contractors, Inc. Secured Party:

Salvatore S. Leva
(Signature of Debtor)

Salvatore S. Leva, Vice President
(Type or Print)

Salvatore S. Leva
(Signature of Debtor)

Salvatore S. Leva, Co-Debtor
Type or Print

John Deere Industrial Equipment Company
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

To the Filing Official: After this statement has been recorded please mail the name to:

Name and Address John Deere Industrial Equipment Company
P.O. Box 65090, West Des Moines, Iowa 50265

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 00000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jones, Joseph T.

Address 435 Queenstown Road Severn, MD 21144

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20743

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00

POSTAGE .50

09/17/87

JR

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph T. Jones

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. (Seller) FROM: Joseph T. Jones (Buyer)
201 Ritchie Road, Bldg. A Capitol Heights, MD 20743 435 Queenstown Rd. Severn, MD 21144

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like 'One (1) Used 1980 Freightliner Model' and financial figures for 'TIME SALES PRICE', 'Less DOWN PAYMENT IN CASH', etc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty six thousand seven hundred sixty eight and 96/100***** Dollars (\$ 36,768.96)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 24th day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,021.36 and the final installment being in the amount of \$ 1,021.36

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 23, 19 87
Accepted Washington Freightliner, Inc. (SEAL) Joseph T. Jones (SEAL)
By: [Signature] By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
This instrument prepared by

3

BOOK 516 PAGE 90

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any due at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (Witness) _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) } Signature of Seller

BOOK 516 PAGE 91
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 23, 1987, as Seller/Lessor/Mortgagee, between Washington Freightliner, Inc.

and Joseph T. Jones 435 Queenstown Road Severn, MD 21144
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are the genuine and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unperfected installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property; that CREDIT may in our name endorse any notes or branches (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 36,766.96 23rd day of July, 19 87.
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Washington Freightliner, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

BOOK 516 PAGE 92

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 84940

RECORDED IN LIBER 483 FOLIO Page 316 ON (DATE)

1. DEBTOR

Name Historic Inns of Annapolis Limited Partnership

Address 16 Church Circle, Annapolis, MD 21401

2. SECURED PARTY

Name Collateral Financial Services, Inc.

Address 444 Pine Street, St. Paul, MN 55101

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00
#017340 0345 R01 T10:56

03/17/87

CK

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

First American Bank, N.A.
740 15th Street, N.W.
Washington, DC 20005
ATTENTION: LEASING DEPARTMENT

Dated _____

R. L. Engebretson

(Signature of Secured Party)

R. L. Engebretson

Type or Print Above Name on Above Line

10.00

209003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any)
1. Debtor(s) (Last Name First) and address(es) EUGENE J YANNON 872 COACHWAY ANNAPOLIS MD 21401 BARBARA B YANNON	2. Secured Party(ies) and address(es) RIGGS NATIONAL BANK OF WASH 1120 VERMONT AVENUE WASHINGTON DC 20005	For Filing Officer (Date, Time, Number, Filing Office) RECORD FEE 12.00 POSTAGE .50 #017300 0345 801 710454 09/17/87
4. This financing statement covers the following types (or items) of property BOAT 1987 SEARAY 268 I/O S/N SERM9417A787 MOTOR 1987 MERCUISER 330 HP S/N T1001873 TRAILER 19 S/N		5. Assignee(s) of Secured Party and Address(es) 54

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

Eugene J Yannon
By _____
Signature(s) of Debtor(s)
EUGENE J YANNON
BARBARA B YANNON

J. A. Molster
By _____
Signature(s) of Secured Party(ies)
J. A. MOLSTER
President

800 516 1111

27888

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST IF AN INDIVIDUAL) Zelko's Glass		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 000000	
1B. MAILING ADDRESS 605 Chinguapin Round Rd.		1C. CITY STATE Annapolis, MD	1D. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) DBA Annapolis Lock & Key		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME C.R. Laurence Company Inc MAILING ADDRESS 2503 East Vernon Avenue CITY Los Angeles STATE CA ZIP CODE 90058		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ADDITIONAL SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

RECORD FEE 13.00

POSTAGE .50

#017170 0345 001 710444

JA 03/17/87

"Not subject to recordation tax"

7. CHECK IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED 7B. DEBTOR IS A TRANSMITTING UTILITY IN ACCORDANCE WITH UCC SECTION 9105 (1) (H)

8. CHECK IF APPLICABLE 8A. DEBTOR IS A TRANSMITTING UTILITY IN ACCORDANCE WITH UCC SECTION 9105 (1) (H)

9. See attached for signature. DATE

SIGNATURE (S) OF DEBTOR (S)
Zelko's Glass

TYPE OR PRINT NAME (S) OF DEBTOR (S)
Zelko's Glass

SIGNATURE (S) OF SECURED PARTY (S)
See attached for signature.

C.R. Laurence Company Inc

TYPE OR PRINT NAME (S) OF SECURED PARTY (S)
C.R. Laurence Company Inc

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

1
2
3
4
5
6
7
8
9
0

11. RETURN COPY TO:

NAME
ADDRESS DATA-FILE SERVICES, INC.
CITY 1728 OLYMPIC BLVD.
STATE SANTA MONICA, CA 90404
ZIP CODE

1350

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

C.R. Laurence Company Inc
2503 East Vernon Avenue
Los Angeles, CA 90058

DEBTOR:

Zelko's Glass
DBA Annapolis Lock & Key
605 Chinguapin Round Rd.
Annapolis, MD 21401

EP3000 2-Spindle Edger

Zelko's Glass

C.R. Laurence Company Inc

See attached for signature *See attached for signature* 2

DEBTOR

SECURED PARTY

SHEET No.

Donald Hopkins
Filing Officer Copy

BOOK 516 PAGE 96

#0109

Uniform Commercial Code
UCC-1 Authorization

Purchaser: Mr. Don Hopkins
Zelko's Glass - Annapolis Lock & Key
605 Chinquapin Round Road
Annapolis, MD 21401

Description of Equipment: EP3000 2-SPINDLE EDGER

The undersigned Purchaser acknowledges that this Agreement secures a purchase money security interest in the equipment described herein and grants a security interest in such equipment, as set forth and enforceable under the Uniform Commercial Code, and authorizes seller at its option to file one or more financing statements signed only by the seller, as seller shall deem necessary to fully protect the security interest herein granted to it by the Purchaser.

IN WITNESS THEREOF the parties hereto have executed this Agreement this 26 day of June, 1987

Purchaser
(Debtor)

Seller
(Secured Party)

Zelko's Glass
Annapolis Lock & Key Inc.
Name of Company

C. R. LAURENCE CO., INC.
Name of Company

BY [Signature]
Authorized Officer

BY [Signature]
Authorized Officer
EDWARD D. ARKIN

[Signature]
Title of Authorized Officer

Chief Financial Officer
Title of Authorized Officer

cons:code

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 FILE 97
 Identifying File No. 208100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Graig A. Spencer
 Address 7919 E HOWARD Rd GLEN BURNIE, MD 21061

2. SECURED PARTY

Name W.F. RICHARDSON & SONS, INC.
 Address 2400 WINDSOR HILL ROAD BALTIMORE, MARYLAND 21207

RECORD FEE 11.00
 #017160 UCC#5 R01 110443
 08/17/87

Person And Address To Whom Statement Is To Be Returned If Different From Above. JA

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

KUBOTA BF300AL TRACTOR # 52504

Name and address of Assignee
 KUBOTA CREDIT CORPORATION, U.S.A.
 1025 NORTHBROOK PARKWAY
 SUWANEE, GA 30174

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Graig A. Spencer
 (Signature of Debtor)
Graig A. Spencer
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

W.F. Richardson, Pres.
 (Signature of Secured Party)
W.F. Richardson, Pres.
 Type or Print Above Signature on Above Line

11.00

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 516 REC 08

ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Clerk stamps the File Number on the Original Financing Statement. The Secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

#02756 C 345 R01 To 9:21 Sept. 22, 1982 Inst. #244347 Liber 454, Page 240

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

ORIN J. DUREY
351 Kingsberry Drive
Annapolis, Maryland 21401

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- (X) TERMINATION

RECORD FEE 10.00
POSTAGE .50
#017120 C345 R01 T10:41
08/17/87

Name & address of Secured Party

JACK FOLKER
4701 Randolph Court
Annandale, Virginia 22003

Name & address of Assignee

519

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

Aircraft - U.S. Registration No. N 64600 Manufacturer Mooney, Model M20F,
Aircraft Serica No. 670539

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

~~Description of Real Estate if applicable~~

THE ENDEBTEDNESS SECURED BY THE ORIGINAL FINANCING STATEMENT HAS BEEN PAID IN FULL AND THE FINANCING STATEMENT IS

HEREBY TERMINATED

Signature of Debtor if applicable (Date)

Jack Folker 07/08/87
Jack Folker

Signature of Secured Party if applicable (Date)

1050

BOOK 516 PAGE 99

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
-Roll No. 429

Page No. 153

Identification No. 234278

Dated September 9, 1980

1. Debtor(s) { Hutzler Brothers Company
Name or Names—Print or Type
1 East Joppa Road Baltimore MD 21204
Address—Street No., City - County State Zip Code
(formerly located at 212 N. Howard Street, Baltimore, MD 21201)

2. Secured Party { Hutzler Brothers Company
Name or Names—Print or Type
1 East Joppa Road Baltimore MD 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED 5745 R01 T10:37
08/17/87
CK

All Collateral located at or generated by Debtor's Salisbury Mall location, and proceeds thereof.

Dated: 7/23/87

Hutzler Brothers Company
Name of Secured Party
David C. Powell
Signature of Secured Party
Vice President - Finance & Treasurer
Type or Print (Include Title if Company)

After recording, please return to Ned T. Himmelrich, Esquire, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Baltimore, Maryland 21202.

10.50

BOOK 516 PAGE 100

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 512 Page No. 266
-Roll No. _____ Dated May 18, 1987
Identification No. 267627

1. Debtor(s) { Hutzler Brothers Company
Name or Names—Print or Type
1 East Joppa Road Baltimore MD 21204
Address—Street No., City - County State Zip Code
(formerly located at 200 N. Howard St., Baltimore City, MD 21201)

2. Secured Party { BancOhio National Bank
Name or Names—Print or Type
155 East Broad Street Columbus Ohio 43215
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 16.00

POSTAGE .50

4. Check Applicable Statement:

#017040 0345 P01 T10:36

08/17/87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All Collateral as listed in Exhibit A, as attached hereto, which is located at or generated by Debtor's Salisbury Mall store, at Civic and Glen Avenues, Salisbury, Maryland 21801, and proceeds thereof, including without limitation, all accounts receivable (and the proceeds thereof) of the Debtor that arise out of sales made to customers residing in one of the zip code areas listed on Schedule 1 attached hereto on or before July 23, 1987 ("closing date"), except that Secured Party will retain all rights with respect to (1) extended payment accounts; (2) club accounts; and (3) accounts receivable that arise out of sales made to such customers and that include on the cycle closing date immediately preceding the closing date one or more minimum monthly payment amounts all or any portion of which has been invoiced and not paid for 90 days or more from such cycle closing date.

Dated: 7-22-87 BancOhio National Bank
Name of Secured Party
Raphael K. [Signature]
Signature of Secured Party
Anna A. KAPRACIS Vice President
Type or Print (Include Title if Company)

After recording, please return to Ned T. Himmelrich, Esquire,
Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street,
Baltimore, Maryland 21202.

EXHIBIT A

BOOK 516 PAGE 101

All the property and assets of the Borrower, including but not limited to all real and all personal property (excluding leasehold interests in real estate except for the Security Square premises) whether the Borrower's interest therein as owner, co-owner, lessee, consignee, secured party or otherwise be now owned or existing or hereafter arising or acquired, and wherever located, together with all substitutions, replacements, additions and accessions therefor or thereto, all replacement and repair parts therefor, all negotiable documents relating thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, drafts, checks, instruments, insurance proceeds, indemnity proceeds, warranty and guaranty proceeds and proceeds arising in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing property by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority). The property or assets of Borrower subject to the foregoing security interest include but are not limited to the following:

(a) All of the Borrower's inventory including, but not limited to all goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, all parts, supplies, raw materials, work in process, finished goods, materials used or consumed in the Borrower's business, repossessed and returned goods (hereinafter sometimes called the "Inventory") provided, however, that Lender's lien only (but not its rights as a general creditor) to the Inventory is subordinated to the interests of Borrower's trade creditors.

(b) All of the Borrower's accounts, accounts receivable, contract rights, chattel paper, general intangibles, income tax refunds, instruments, negotiable documents, notes, drafts, acceptances and other forms of obligations and receivables arising from or in connection with the operation of the Borrower's business including, but not limited to, those arising from or in connection with the Borrower's sale, lease or other disposition of Inventory (hereinafter sometimes called the "Receivables"); and

(c) All of Borrower's present and future general intangibles, including but not limited to customer lists, books, records, including, without limitation, all correspondence and credit files, tapes, cards, computer runs, computer programs, and other papers and documents whether in the possession or control of Borrower or any computer service bureau, rights in franchises and sales contracts, patents, copyrights, trademarks, logo, trade names, brand names, plans, blueprints, patterns, trade secrets, licenses, and formulas;

(d) All of the Borrower's equipment (excluding motor vehicles), furniture, fixtures, office equipment, equipment supplies, goods, machinery and trade fixtures, both now owned and subsequently

acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and subsequently affixed to and/or used in connection with such property and (ii) all replacements and all substitutions;

(e) The cash and noncash proceeds, including insurance proceeds, and products of all of the items of Collateral;

(f) All property of the Borrower, real or personal, wherever located (excluding leasehold interests in real estate except for the Security Square premises).

0629N/3/3759j

Schedule 1

BOOK 516 PAGE 103

Certain Zip Codes: Salisbury Mall Store

19930	21601	21801
19931	21612	21810
19933	21613	21811
19937	21622	21813
19939	21624	21814
19940	21625	21816
19941	21626	21817
19944	21629	21820
19945	21631	21821
19947	21632	21822
19950	21634	21824
19951	21636	21826
19956	21639	21829
19958	21640	21830
19960	21641	21835
19963	21643	21836
19966	21647	21837
19967	21648	21838
19968	21649	21840
19969	21652	21841
19970	21653	21842
19971	21654	21849
19973	21655	21850
19975	21657	21851
19943	21659	21852
19946	21660	21853
19952	21662	21856
19953	21663	21857
	21664	21858
	21665	21861
	21669	21862
	21671	21863
	21672	21864
	21673	21865
	21676	21866
	21677	21867
	21679	21868
	21607	21869
	21617	21870
	21619	21871
	21620	21872
	21623	21873
	21638	21874
	21645	21875:
	21651	21848
	21658	
	21661	
	21666	
	21667	
	21668	

0215k/2

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
Roll No. 492

Page No. 61

Identification No. 259347

Dated November 25, 1985

1. Debtor(s) { Hutzler Brothers Company
 Name or Names—Print or Type
 1 East Joppa Road, Baltimore, Maryland 21204
 Address—Street No., City - County State Zip Code
 (formerly located at 222 N. Howard Street, Baltimore, MD 2120
 The Atlantic Leasing Corporation formerly
 The Savers Leasing Corp.

2. Secured Party {
 Name or Names—Print or Type
 Suite 207, One North Charles Street, Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

901 710436
09/17/87
CK

All Collateral located at or generated by Debtor's Salisbury Mall location, as described in Exhibit A, attached hereto, and Proceeds thereof.

Dated: July 21, 1987

The Atlantic Leasing Corporation formerly
The Savers Leasing Corp.

Name of Secured Party
M. R. Ireton VP
 Signature of Secured Party
M. R. Ireton VP
 Type or Print (Include Title if Company)

After recording, please return to Ned T. Himmelrich, Esquire, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Baltimore, Maryland 21202.

1550

EXHIBIT A to
SAVERS PARTIAL RELEASE

HUTZLER BROTHERS COMPANY
EQUIPMENT SCHEDULE

<u>VENDOR</u>	<u>INSTALL. DATE</u>	<u>INVOICE #</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
National Lumber	9/10	46731	Salisb.	Fixtures
Maryland Metal Moulding Co.	9/3	145890	Salisb.	Fixtures
Maryland Metal Moulding Co., Inc.	9/9 9/17	146026 146113	Salisb. Salisb.	Fixtures Fixtures
Specialized Prod.	9/27	225481	Multi	Tool kits - POS Repair
Baynesville Elect.	9/10	46410	Multi	Oscilloscope #9060 Beckman
Capitol Hardware	8/13 8/14 8/16	57329 57398 57504	Salisb. Salisb. Salisb.	Fixture Hardware Fixture Hardware Fixture Hardware
Lafayette Display	10/21	7668	Salisb.	Fixture Hardware
Baltimore Display	10/7	45638		4 Tables
Greneker/Wolf & Vine	8/8 9/16	6048 6285	Salisb. Salisb.	Ladies Hanger fixtures Mens Hanger fixtures
Acrylics Unlimited	9/10	487		1,000 pcs. Sec. Equip.
Precision Plastics	8/30	8751	Salisb.	2 Light boxes & Literature disp.
Balto. Display	8/10	42250	Salisb.	13 SW2 Display fixtures
Baltimore Display	10/11	45893	Salisb.	Mirror backs for fixtures
Codex	10/10	780040	Multi	Modems-Data processing

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
No. 493

Page No. 435

Identification No.

Dated January 9, 1986

1. Debtor(s) { Hutzler Brothers Company
Name or Names—Print or Type
1 East Joppa Road Baltimore Maryland 21204
Address—Street No., City - County State Zip Code
(formerly located at 222 N. Howard Street, Baltimore, MD 21201)
The Atlantic Leasing Corporation formerly
The Savers Leasing Corp.

2. Secured Party { Name or Names—Print or Type
Suite 207, One North Charles Street, Baltimore City, MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

RECORDED ETAS R01 T10436

08/17/87

OK

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All Collateral located at Debtor's Salisbury location, and proceeds thereof, including the following:

Vendor	Date	Invoice #	Description
Baltimore Display	10/24/85	46515	Jewelry Case
Display Center	11/30/85	6312	Consultation Table
Capital Hardware	10/04/85	60832	Fixture Hardware

Dated: July 21, 1987

The Atlantic Leasing Corporation formerly
The Savers Leasing Corp.

Name of Secured Party

M. R. Fretton VP

Signature of Secured Party

M. R. Fretton VP

Type or Print (Include Title if Company)

After recording, please return to Ned T. Himmelrich, Esquire,
Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street,
Baltimore, Maryland 21202.

10-50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber 491
Roll No. _____

Page No. 543

Identification No. 259273

Dated November 19, 1985

1. Debtor(s) { Hutzler Brothers Company
 Name or Names—Print or Type
 1 East Joppa Road, Baltimore, Maryland 21204
 Address—Street No., City - County State Zip Code
 (formerly located at 222 N. Howard Street, Baltimore, MD 2120
 The Atlantic Leasing Corporation formerly
 The Savers Leasing Corp.

2. Secured Party { Name or Names—Print or Type
 Suite 207, One North Charles Street, Baltimore, MD 21201
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#017010 0345 R01 T10:35

09/17/87

AK

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All Collateral located at or generated by Debtor's Salisbury Mall location, as described in Exhibit A, attached hereto, and Proceeds thereof.

Dated: July 21, 1987

The Atlantic Leasing Corporation formerly
The Savers Leasing Corp.

Name of Secured Party

M. R. Ireton VP
Signature of Secured Party

M. R. Ireton VP
Type or Print (Include Title if Company)

After recording, please return to Ned T. Himmelrich, Esquire,
Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street,
Baltimore, Maryland 21202.

10-52

EXHIBIT A to
SAVERS PARTIAL RELEASEHUTZLER BROTHERS COMPANY
EQUIPMENT SCHEDULE

<u>VENDOR</u>	<u>INSTALL. DATE</u>	<u>INVOICE #</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
National Lumber	9/10	46731	Salisb.	Fixtures
Maryland Metal Moulding Co.	9/3	145890	Salisb.	Fixtures
Maryland Metal Moulding Co., Inc.	9/9 9/17	146026 146113	Salisb. Salisb.	Fixtures Fixtures
Specialized Prod.	9/27	225481	Multi	Tool kits - POS Repair
Baynesville Elect.	9/10	46410	Multi	Oscilloscope #9060 Beckman
Capitol Hardware	8/13 8/14 8/16	57329 57398 57504	Salisb. Salisb. Salisb.	Fixture Hardware Fixture Hardware Fixture Hardware
Lafayette Display	10/21	7668	Salisb.	Fixture Hardware
Baltimore Display	10/7	45638		4 Tables
Greneker/Wolf & Vine	8/8 9/16	6048 6285	Salisb. Salisb.	Ladies Hanger fixtures Mens Hanger fixtures
Acrylics Unlimited	9/10	487		1,000 pcs. Sec. Equip.
Precision Plastics	8/30	8751	Salisb.	2 Light boxes & Literature disp.
Balto. Display	8/10	42250	Salisb.	13 SW2 Display fixtures
Baltimore Display	10/11	45893	Salisb.	Mirror backs for fixtures
Codex	10/10	780040	Multi	Modems-Data processing

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 514904

RECORDED IN LIBER 411 FOLIO 1178 ON April 7, 1986 (DATE)

1. DEBTOR

Name Hutzler Brothers Company

Address 1 East Joppa Road, Baltimore, Maryland 21204
(formerly located at 200 N. Howard St., Baltimore, MD 21201)

2. SECURED PARTY

Name Westinghouse Credit Corporation

Address 2000 Oxford Drive, Bethel Park, Pennsylvania 15102

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

8017000 0345 R01 T1043

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>See Attached. Exhibit A.</p>	

08/17/87



After recording, please return to Ned T. Himmelrich, Esquire, Frank, Bernstein, Conaway & Goldman, 300 East Lombard Street, Baltimore, Maryland 21202.

Dated 7/22/87

Brad A. Farner
(Signature of Secured Party)
Brad A. Farner, Operations Mgr.
Westinghouse Credit Corporation

Type or Print Above Name on Above Line

1250

EXHIBIT "A"

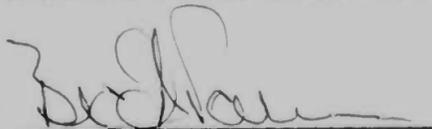
BOOK 516 PAGE 110

All accounts receivable (and the proceeds thereof) of Hutzler Brothers Company ("Hutzlers") that arise out of sales made to customers residing in one of the zip code areas listed on Schedule 1 attached hereto on or before July 23, 1987 ("closing date"), except that WCC will retain all rights with respect to (1) extended payment accounts; (2) club accounts; and (3) accounts receivable that arise out of sales made to such customers and that include on the cycle closing date immediately preceding the closing date one or more minimum monthly payment amount all or any portion of which has been invoiced and not paid for 90 days or more from such cycle closing date.

It is clearly understood, however, Westinghouse Credit Corporation ("WCC") only waives its rights to the above-detailed collateral. This partial release is not to be construed as waiver/release or any other rights WCC maintains under its Loan and Security Agreements dated April 23, 1986 and November 20, 1986, between Hutzlers and WCC.

WESTINGHOUSE CREDIT CORPORATION

By:


Brad A. Farner

Schedule 1

BOOK 516 PAGE 111

Certain Zip Codes: Salisbury Mall Store

19930	21601	21801
19931	21612	21810
19933	21613	21811
19937	21622	21813
19939	21624	21814
19940	21625	21816
19941	21626	21817
19944	21629	21820
19945	21631	21821
19947	21632	21822
19950	21634	21824
19951	21636	21826
19956	21639	21829
19958	21640	21830
19960	21641	21835
19963	21643	21836
19966	21647	21837
19967	21648	21838
19968	21649	21840
19969	21652	21841
19970	21653	21842
19971	21654	21849
19973	21655	21850
19975	21657	21851
19943	21659	21852
19946	21660	21853
19952	21662	21856
19953	21663	21857
	21664	21858
	21665	21861
	21669	21862
	21671	21863
	21672	21864
	21673	21865
	21676	21866
	21677	21867
	21679	21868
	21607	21869
	21617	21870
	21619	21871
	21620	21872
	21623	21873
	21638	21874
	21645	21875
	21651	21848
	21658	
	21661	
	21666	
	21667	
	21668	

0215k/2

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 23,436.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es) 1711 Baltimore & Annapolis Blvd.
 Michael J. Ebersberger, Individually P. O. Box 605
 and Trading As Ebersberger Contracting Arnold, MD 21012

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Barbara A. Wykowski Baltimore, MD 21201
 Corporate Banking Officer

RECORD FEE 12.00
 RECORD TAX 164.50
 POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

NO18950 0345 R01 T10:31

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

08/17/87

JS

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors: Michael J. Ebersberger (Seal) _____ (Seal)
 Michael J. Ebersberger, Individually and
 Trading As Ebersberger Contracting (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

12.00
 164.50
 50

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	269178
Record Reference:	
Date & Hour of Filing:	

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Chesapeake Building Supply Corporation
(Name or Names)
815 Central Avenue, Linthicum, MD 21090
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8767 Satyr Hill Road, Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Baltimore Federal Financial S.S.A.
(Name or Names)
300 116 Parkway St. Park St. Bldg. No. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - Yale Model GLC050RDJVAEV83/190 Lift Truck, S/N N433878;
 - One - Mita Copier, Model DC-111C, S/N DR 46-321827
 - One - IBM Model 30 P.C., S/N
 - One - IBM Model 8503 Monitor, S/N
 - One - IBM Proprinter, S/N
- with software described as follows:
Computon Assoc Accts. Rec.; Order Entry; Inventory; Easy Plus
Windowing; "Fred".

RECORD FEE 11.00
#016970 0345 RD1 T10:24
JA 09/17/87

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S): Chesapeake Building Supply Corporation SECURED PARTY: Atlantic Industrial Credit Corp.

By: Steven G. Doehring President
(Title)
STEVEN G. DOEHRING PRESIDENT
(Type or print name of person signing)

By: Robert E. Polack
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Secured Party

11/05

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 105,000.00

If this statement is to be recorded in land records check here

This financing statement Dated July 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Walter C. and Avelina S. Jacob

Address 4 Thornton Ct. Sterling, Va. 22170

2. SECURED PARTY

Name First Commercial Corporation

Address 200 Sheffield St. Mountainside, N.J. 07092

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) July 19, 2007

4. This financing statement covers the following types (or items) of property: (list)

1987 Trojan MC 33' hull#TRJGJ049L687 with 1987 twin Crusader engines, #64732-p, 64738-s, 350hp.

Anchorage: Oak Grove Marina
South River
Edgewater, MD

ASSIGNEE:
Society for Savings
1290 Silas Deane Hwy.
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter C. Jacob
(Signature of Debtor)

Walter C. Jacob
Type or Print Above Name on Above Line

Avelina S. Jacob
(Signature of Debtor)

Avelina S. Jacob
Type or Print Above Signature on Above Line

First Commercial Corporation

Mary M. [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Anne Arnold
2/7/87

12.00
50

BOOK 516 PAGE 115

200101

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bud Harding Contractors, Inc.
Address 402 Marlboro Road Lothian, MD 20711

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595 Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 17.00
POSTAGE .50
#016800 0345 P01 T1042
Ja 08/17/8

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Caterpillar Model 225LC Hydraulic Excavator, S/N 76U05731

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bud Harding Contractors, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

See attached for original signature

(Signature of Secured Party) LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

1780

CONDITIONAL SALE CONTRACT NOTE

BOOK 516 PAGE 116

TO: Alban Tractor Co., Inc. (Seller) FROM: Bud Harding Contractors, Inc. (Buyer)
P.O. Box 9595 Baltimore, MD 21237 402 Marlboro Road Lothian, MD 20711

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE \$174,389.79, (2) Less DOWN PAYMENT IN CASH \$44,069.79, (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-, and (4) CONTRACT PRICE (Time Balance) \$130,320.00.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 402 Marlboro Road Lothian, MD 20711

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirty thousand three hundred twenty and 00/100*****

***** Dollars (\$ 130,320.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 24th day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,715.00 and the final installment being in the amount of \$ 2,715.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S): Date: July 24, 19 87

Accepted Alban Tractor Co., Inc. (SEAL) Bud Harding Contractors, Inc. (SEAL)

By: [Signature] By: [Signature] (PRES) Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

3

BOOK 516 PAGE 117

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)

(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

MARK N. WELSH Credit Manager

ASSIGNMENT

BOOK 516 PAGE 118

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 24, 1987

between Alban Tractor Co., Inc., as Seller/Lessor/Mortgagee,

and Bud Harding Contractors, Inc. 402 Marlboro Road Lothian, MD 20711

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 130,320.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of July, 1987

Alban Tractor Co., Inc. (Seal)
(Seller, Lessor, Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

A/C #04493-1
Anne Arundel County

BOOK 516 PAGE 119

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264202

RECORDED IN LIBER 503 FOLIO 475 ON 10/7/86 (DATE)

1. DEBTOR

Name Bud Harding Construction, Inc.
Address P.O. Box 23, Lothian, MD 20711

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595, Baltimore, MD 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50

08/17/87
CK

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">ASSIGNEE OF SECURED PARTY</p> <p style="text-align: right;">Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>	

105.50

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh
(Signature of Secured Party)
Mark N. Welsh Credit Manager

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209105

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name West Bank Contracting, Inc.

Address 73 Maryland Avenue, Annapolis, MD 21401 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) New Dresser Model 412B Scraper SN 16570 w/cutting edge teeth (Rental)

RECORD FEE 11.00

POSTAGE .50

W016790 C345 R01 T10:19

JA

09/17/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

West Bank Contracting, Inc.

X [Signature]
(Signature of Debtor)

X TIM NIPPE S. PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Div. Secorp National, Inc.

[Signature]
(Signature of Secured Party)

Glenn S. Conklin, Vp & GM

Type or Print Above Signature on Above Line

11.50

BOOK 516 PAGE 121

STATE OF MARYLAND

269106

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Escolopio, Anthony F. T/A T. J. Transfer Company
Address 7954 Catherine Ave. Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00
POSTAGE .50
#018780 0345 R01 710417
09/17/87

JA

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anthony F. Escolopio T/A
T. J. Transfer Company
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE Anthony F.

TO: Beltway International Trucks, Inc. FROM: Escolopio T/A T. J. Transfer Company
1800 Sulphur Spring Rd. Baltimore, MD 21227 7954 Catherine Ave. Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Navistar Model 1954 Cab & Chassis with 24' Reefer Body, S/N 1HTLDTVN1HH515063

(1) TIME SALES PRICE \$ 61,042.00
(2) Less DOWN PAYMENT IN CASH \$ 4,978.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 56,064.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
7954 Catherine Ave. Pasadena, MD 21122

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty six thousand sixty four and 00/100***** Dollars (\$ 56,064.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of August, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,168.00 and the final installment being in the amount of \$ 1,168.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 26, 19 87

Accepted: Beltway International Trucks, Inc. (SEAL) Anthony F. Escolopio T/A T. J. Transfer Company (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Anthony F. Escolopio (Print Name of Buyer-Maker Here)

Co-Buyer-Maker: [Signature] (SEAL) (Print Name of Co-Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

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516 122

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiencies together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confer judgment against Buyer except in any instance where such action is not permitted by law for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without day of execution, and Buyer hereby waives and releases (from any and all appointments, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a continuation thereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and use change of ownership of any state and under to be paid by or for Buyer under any agreement, in any jurisdiction of Buyer or Holder, presently existing, a successor, each person signing this contract warrants full authority to sign for the party named and each person individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one percent (1%) per day for each month any amount permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except by a writing signed by an officer of the assignee or by the assignee or otherwise as set forth in this contract note. This contract note shall operate as a security for a future advance. As part of the conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law. Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)
(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law. Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
By: _____ Signature of Seller
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 24, 1987

between Bellway International Trucks, Inc. as Seller-Lessor/Mortgagee and Anthony F. Kouleptis, Jr. as Buyer-Lessee/Mortgagor

as Buyer-Lessee/Mortgagor (herein called "Obligor") together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made by us, it reserves a valid, free and clear title (or creates a first security interest and/or first lien upon the Property, if and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$0,000.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of July 1987

Bellway International Trucks, Inc. (SELLER)

By [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 125
Identifying File No. 209177

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OXFORD DEVELOPMENT CORPORATION
Address 988 Spa Road; Anapolis, MD 21403

2. SECURED PARTY

Name PITTSBURGH NATIONAL LEASING CORP.
Address Fifth Ave. & Wood Street
Pittsburgh, PA 15222

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit "A" - Real Estate
See Attached Exhibit "A" - Equipment

Index in land records: Windgate Partners, record owners of real estate.

Name and address of Assignee
RECORD FEE 17.00
POSTAGE .50
#016740 C345 R01 T10:16
08/17/87

Schedule #226
Recorder of Deed - Anne Arundel County, Maryland

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

etal

WINDGATE PARTNERS
(Signature of Debtor)

OXFORD DEVELOPMENT CORPORATION

Type or Print Above Name on Above Line

R Wayne Mason
(Signature of Debtor)

R Wayne Mason
Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)
PITTSBURGH NATIONAL LEASING CORP.

Type or Print Above Signature on Above Line



SEYBOLT, GORE, NEWQUIST & BERLINSKY
CIVIL ENGINEERS AND LAND SURVEYORS
1111 BONIFANT STREET
SILVER SPRING, MARYLAND 20910
939-1111

January 3, 1983

*Capt's Walk
Windgate Partners*

DESCRIPTION OF A PART
OF THE PROPOSED WINDGATE SUBDIVISION
ANNAPOLIS,
ANNE ARUNDEL COUNTY, MARYLAND.

Being all that parcel of land in the Sixth Election District, Annapolis, Anne Arundel County, Maryland, being a part of the land shown on the plat entitled "Section 2, Heritage" filed among the Land Records of said County and also being a part of the land described in the deed to Thomas I. Baldwin and Frank G. Baldwin recorded in Liber 2735 at Folio 336, said parcel being more particularly described as follows:

Beginning at a pipe found at the rear common corner of Lots 11 and 12 as shown on the aforementioned Plat recorded in Plat Book 32 as Plat 56, thence crossing the Storm Drain Reservation as shown on said plat

North 24° 02' 44" East 223.31 feet to a point on the outline of said Storm Drain Reservation, thence

South 59° 53' 30" East 20.75 feet to a pipe set, thence continuing with said outline

South 79° 38' 57" East 90.75 feet to a pipe set, thence

North 66° 21' 23" East 57.75 feet to a pipe set, thence

South 81° 25' 30" East 94.75 feet to a pipe set, thence

South 05° 43' 40" West 76.20 feet to a pipe set, thence

South 02° 48' 10" East 196.08 feet to a pipe set, thence

North 84° 30' 00" West 234.16 feet, thence

North 61° 00' 00" West 130.00 feet to the point of beginning containing a computed area of 1.7761 acre.

Subject to a sewer right of way granted to the City of Annapolis and recorded in Liber 1301, Folio 422 and other easements of record.

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

By John W. Newquist
John W. Newquist,
Registered Professional Land Surveyor,
Maryland No. 4827

JWN/rb

WINDGATE PARTNERS

EXHIBIT "A"

BOOK 516 PAGE 127

LESSEE: Oxford Development Corporation
7316 Wisconsin Avenue; Suite 300
Bethesda, MD 20814

LOCATION: Oxford Development Corporation
Captain's Walk
988 Spa Road
Annapolis, MD 21403
(Anne Arundel County)

SCHEDULE : 10-226

SUPPLIER: Eagle Comtronics Inc.
P. O. Box 2457
Syracuse, NY 13220

<u>EQUIPMENT:</u>		
21	5-LP-13	\$ 162.75
42	5-NF-A-1	273.00
63	NF-D Standard Trap	252.00
42	NF-F Standard Trap	168.00
	Freight Charges	9.37
4	NF-E Standard Trap	252.00
	Freight Charges	3.02
		<u>\$1,120.14</u>

SUPPLIER: Southeastern Cable Construction Co.
P. O. Box 427
Alcoa, TN 37701

<u>EQUIPMENT:</u>	Change out lock box equipt. wall plate, splitters, and converters three men 61.5 hrs. each. total hrs. 184.50 at 30.00 per hour	\$5,535.00
	Three men 16 hrs wating time on material and workorders.	<u>480.00</u>
	Total hrs. 48 at 10.00	<u>\$6,015.00</u>

SUPPLIER: Oxford Development Corporation
7316 Wisconsin Avenue
Bethesda, MD 20814

<u>EQUIPMENT:</u>	TV Prewire of Apartment Units	<u>\$5,530.00</u>
-------------------	-------------------------------	-------------------

SUPPLIER: Standard Communications Corp.
P. O. Box 92151
Los Angeles, CA 90009

800 516 PAGE 128

EQUIPMENT:
1 Satellite Receiver-Slave (988.52)

SUPPLIER: M/A Com
P.O. Box 31994
Charlotte, NC 28231

EQUIPMENT:
2 VSII-C CESC RAMBLER \$ 990.00

5,000 F6967BV Comm/Scope RG-59 Bonded Coax 1000' Reel 67% Braid \$ 205.00

EXHIBIT "A" TOTAL \$12,871.62

BOD 516 PAGE 129 200103

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Whitmore Printing & Stationery Company Inc. 1982 Moreland Parkway Annapolis, MD 21401	2. Secured Party(ies) and address(es) Printing Research Inc. 10954 Shady Trail Dallas, TX 75220	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 15.00 4016870 0345 R01 T10:12 JA 09/17/87
---	--	--

4. This financing statement covers the following types (or items) of property:

- (1) HE2900DL00 Heidelberg 29 SORM Delivery Cylinder
- (1) HE2900TRSY Heidelberg 29" S-Line Transfer System
- (1) XTRVLINSTL Training/Installation

"NOT subject to Recordation TAX"

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Whitmore Printing & Stationery Company Inc. By: "NOT REQUIRED" Signature(s) of Debtor(s)	Printing Research Inc. By: Linda McCullough (SADP) Signature(s) of Secured Party(ies) LINDA McCullough
--	---

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

PRINT OR TYPE ALL INFORMATION

BOOK 516 PAGE 130

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

200103

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ventura Construction Company, Inc.
1761 Severn Chapel Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Furnival Machinery Company
7135 Standard Drive
Hanover, MD 21076

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

RECORD FEE 11.00

Description of collateral covered by original financing statement

One Komatsu Model D66S-1 Crawler Loader SN/01435

POSTAGE .50

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

TRANSACTION EXEMPT FROM RECORDATION TAX

50 08/17/87

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Ventura Construction Company, Inc.

Furnival Machinery Company

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

W. F. Callahan 7-24-87

P. Wrenth 7/28/87

1150

208110

BOOK 516 PAGE 131

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50
 #012480 CITY R01 T10:03
 09/17/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, or otherwise covered by, the chattel paper of each Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.
 By: Harold J. Sartore (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1380

BOOK 516 PAGE 132

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Success	MHP23305G788
Baretta	Success	MHP24315G788
Baretta	Success	MHP24301G788

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 133
Identifying File No. 200117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bingo World, Inc.
Address 4901 Belle Grove Road, Baltimore (Baltimore) Maryland 21225

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION
Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

"NOT SUBJECT TO TAX"

Encore 1232 Key Service Unit and component parts
0106338-00100



RECORD FEE 11.00
#016370 C777 R01 T09:56

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

08/17/87
JA

Bingo World, Inc.
Stephen B. Paskina, Pres.
(Signature of Debtor)

STEPHEN B. PASKINA, PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION
JS McFarland
(Signature of Secured Party)

JS McFARLAND
Type or Print Above Signature on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

POWERCON CORPORATION
1551 FLORIDA AVENUE
SEVERN, MARYLAND 21144

2. Secured Party(ies) and address(es)

SIMPLEX MACHINERY CORP.
50 VOORHIS LANE
HACKENSACK, N.J. 07601

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 266818
Filed with Circuit Court, MD. Date Filed 4/1/87 1987

RECORD FEE 10.00
POSTAGE .50
#036350-DTTT R01 109453
08/17/87
CK

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

ENSHU Model 530
Serial # 156

POWERCON CORPORATION

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

SIMPLEX MACHINERY CORP.

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1590

BOOK 516 PAGE 135

209112

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es)	2. Secured Party(ies) Name(s) and Address(es)	4 For Filing Officer Date, Time, No. Filing Office	
Shaw & Sons Inc. P.O. Box 456 600 Shaw Road Severn MD 21144	MIDLANTIC COMMERCIAL LEASING CORP. 225 WEST 34th STREET NEW YORK, N.Y. 10122	RECORD FEE 16.00 MIDLAND DISTRICT 501 TOP 14B 38/17/87	

5. This Financing Statement covers the following types (or items) of property	6. Assignee(s) of Secured Party and Address(es)
1 NTTA 855 GS2 Generator Set S/N 11395103 All related attachments & accessories NOT SUBJECT TO REUNIFICATION TAX	Ja
<input type="checkbox"/> Products of the Collateral are also covered	7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate Below)
8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)					
<input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or					
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:					
<input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state					
Shaw & Sons Inc.			MIDLANTIC COMMERCIAL LEASING CORP.		
By <u>Ralph E Shaw (Pres)</u>			By <u>F Banks</u>		
Signature(s) of Debtor(s)			Signature(s) of Secured Party(ies)		

209113

BOOK 516 PAGE 136

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name, First, and Address(es))
 Julian B. Beard, Jr.
 T/A Country Sunshine Lawn
 2744 S. Haven Rd.
 Annapolis, MD 21701

2 Secured Party(ies) Name(s) and Address(es)
 Midlantic Commercial Leasing Corp.
 Serv. 225 W. 34 St.
 New York, N. Y. 10122

3 The Debtor is a transmitting utility.

4 For Filing Officer: Date, Time, No. Filing Office

5 This Financing Statement covers the following type(s) of property:
 1 - Grasshopper Commercial Lawn Cutting Machine
 Model 1822D
 SN # 273243 NOT SUBJECT TO
 REDEMPTION TAX
 1 - 72" Cutting Deck
 Model 63726372
 SN # 000125

6 Assignee(s) of Secured Party and Address(es)
 JA

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is in.
 *Describe Real Estate in Item 8.

8 Describe Real Estate Here

9 Name of a Record Owner

10 This statement is filed with the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction, or
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11 If appropriate in this filing, the term(s) Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or Lessee(s) and Lessor(s)

By JULIAN B. BEARD, JR.
 Signature(s) of Debtor(s)

By G Banks
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL
 MIDLANTIC COMMERCIAL LEASING CORP.

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

(3/83)

ANNE ARUNDEL
County

BOOK 516 PAGE 137

209124

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Judy's Printing Service, Incorporated 6714 G. Ritchie Highway Glen Burnie, MD 21061	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202 Attn: Mary Stafford, A.V.P. Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. Apple MacIntosh SE Computer with 3 1/2" floppy disk drive and one internal 20 meg hard disk drive. Apple lazer writer printer, oneMac-Scan scanner page maker word 3.0 program and super pink program.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder. *is not*

5. This transaction *is not* exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$12,000.00

RECORD FEE	11.00
RECORD TAX	84.00
POSTAGE	.50

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

Judy's Printing Service, Incorporated

By: William A. Rowe #016290 0777 R01 T09:47
08/17/87

By: Ira Adaire Shipley, Sr., President

By: William A. Rowe, A.V.P.
2nd July 19 87
(Date Signed by Debtor)

JA

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

11 84 50

\$12,000 Loan to Judy's Printing Service, Incorporated
By Signet Bank/Maryland

BOOK 516 PAGE 138

Documents:

Borrowing Resolution

Business Loan Security Agreement

Financing Statement - Anne Arundel County

Financing Statement - SDAT

Commercial Promissory Note

Personal Guaranty

Certificate of Insurance naming Signet Bank/Maryland as Loss Payee

Fees:

Recordation Tax - Anne Arundel County \$ 84.00

Recording - Anne Arundel County \$ 11.50

Recording - SDAT \$ 11.00

Total: \$106.50

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK

If the property described below is a
fixture so that this statement is to be
recorded in land records, check
here.

If transaction or transactions wholly
or partially subject to recordation tax
indicate amount of taxable debt here.
\$ 1500.00

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name Richard M. Davis and Doreese E. Davis
Address 1035 Fulton Ave Baltimore Balt Co MD 21217
(Street) (City or County) (State)

2. SECURED PARTY Name Household Finance Corporation III
Address 7562 Ritchie Hwy Glen Burnie Anne Arundel MD 21061
(Street) (City or County) (State)

Return Filing Receipt To: Household Finance
7562 Ritchie Hwy
Glen Burnie, MD 21061

3. This financing statement covers the following types for items) or property: (list)

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
Wurlitzer	Piano and Bench	1829903		P150	86

4. (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds of Collateral are also covered

Products of Collateral are also covered.

+ Doreese Davis (Signature of Debtor)

Doreese Davis
Type or Print Above
Signature on Above Line

D. R. Bullis (Signature of Secured Party)

D. R. Bullis
Type or Print Above
Name on Above Line

RECORD FEE 18.00
RECORD TAX 10.50
POSTAGE .50
#016270 6777 R01 T09#45
08/1

See Exhibit A

FILING OFFICER COPY

15
10500
50

SECURITY MEMORANDUM

BOOK: 516 PAGE 140

In connection with a loan repayment and security agreement dated _____, the undersigned gives the following property, located at their address stated in the agreement or at the following address 1035 Fulton Ave Baltimore, MD 21217 as security:

Quantity	Year	Description	Make/Model	Serial No.
<u>1</u>	<u>86</u>	<u>Piano and Bench</u>	<u>Wurlitzer P150</u>	<u>1829903</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

+Doreese Davis 6-23-87

Signature(s) Date

Robert L. Sh
Witnessed

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT (Goods)

988509-9
6058886

BUYER(S)
SPECIAL (Called "You" in this Contract)

BOOK 516 PAGE 141

Date 8/2, 19 86
SELLER(S)
BUYER(S) (Called "You" in this Contract)

NAME Mr. Richard M Davis
ADDRESS 2809 Riggs Ave.
CITY Balto STATE Mo. ZIP 21216
SALESPERSON Barbara Lady

NAME Piero Mar Inc.
NAME
ADDRESS 5631 Balto National Pike
CITY Balto STATE Mo. ZIP 21228

<p>ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>18%</u></p>	<p>FINANCE CHARGE The dollar amount the credit will cost me. <u>\$ 785.40</u></p>	<p>Amount Financed The amount of credit provided to me or on my behalf. <u>\$1500.00</u></p>	<p>Total of Payments The amount I will have paid after I have made all payments as scheduled. <u>\$ 2285.40</u></p>	<p>Total Sale Price The total cost of my purchase on credit including my down payment of <u>\$174.75</u> <u>\$ 2460.15</u></p>
---	--	--	---	--

My payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<u>60</u>	<u>38.09</u>	<u>9/2 19 86</u> and same date of each following month

Security: I give you a security interest in the goods or property being purchased.
Late Charge: If I don't pay any payment in 10 days after it's due, I shall also pay 5% of that payment (not over \$10.00).
Prepayment: If I pay off early, I may be entitled to a refund of part of the finance charge.
See the contract document for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.
"e" means an estimate

DESCRIPTION OF GOODS	MANUFACTURER	MODEL NO.	SERIAL NO.	CASH SALE PRICE
<u>Fire + Bush</u>	<u>Wurlitzer</u>	<u>P150</u>	<u>182923</u>	<u>\$1674.75</u>
				\$
				\$
				\$
				\$
				\$
				\$

INSURANCE DISCLOSURE
NO INSURANCE IS REQUIRED FOR THIS SALE. I may buy any insurance from anyone I choose. Only if requested and for cost stated below, you or buyer of this contract will obtain insurance. Charges will be included in the Amount Financed. I understand this is the only insurance you offer and you (or buyer of this contract) expect to profit from its sale. I consent to this. The one Buyer signing this Insurance Disclosure will be insured when coverage begins unless a different Buyer's name appears here:

(WRITE "YES" OR "NO" AS DESIRED, DATE, AND SIGN. IF NONE DESIRED, SIGN BELOW.)

Credit Life \$ _____
Credit Disability \$ _____
Property Insurance ... \$ _____
(fire, theft [\$25 ded.], robbery [\$25 ded.], burglary [\$25 ded.], lightning, collision, marine perils, vandalism, malicious mischief, ext. cov. - replacement value, not over Total of Payments)

DATE _____ SIGNATURE Richard M Davis
NO INSURANCE DESIRED: Barbara Davis
SIGNATURE

Itemization of Amount Financed

Optional service contract on goods purchased \$ _____
Expires _____
Sales Tax (if any) \$ _____

1. Cash Sale Price \$1674.75
2. a. Cash Downpayment \$174.75
b. Trade-in \$ 0

DESCRIPTION
Total Downpayment (a + b) \$174.75
3. Unpaid Balance of Cash Price (1-2) \$1500.00
4. Other Charges:
a. Insurance (for term of credit)
Credit Life \$ _____
Credit Disability ... \$ _____
Property \$ _____
Total Insurance Cost \$ _____
b. UCC Filing Fee \$ _____
Total Other Charges (a + b) \$ _____

5. Amount Financed (3 + 4) \$1500
6. Finance Charge (begins one month before first payment due date) \$785.40
7. Total of Payments (5 + 6) \$2285.40

*Details of requested Credit Life and Disability insurance appear in Notice of Proposed Group Insurance on reverse side of Buyer's copy. Details of requested Property insurance appear in the certificate which will be furnished Buyer.

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE — REPOSSESSION. If I don't pay on time, you have the right to take possession of the secured goods. In taking possession you may proceed without judicial process, if this can be done without breach of the peace.

PROMISE TO PAY. Instead of the Cash Price, I promise to pay the Total Sale Price and I agree to pay you (or buyer of this contract) a Total of Payments in monthly payments in the amounts and on the dates stated above. I will pay at your business address, or other address given me. If more than one Buyer is named above, you may enforce this contract against all or any Buyers, but not in a combined amount greater than amount owed.

PREPAYMENT. If I fully prepay before final due date, the amount I owe will be reduced by: (1) unearned Finance Charges computed at the Annual Percentage Rate on the unpaid balances of Amount Financed due for the time, as scheduled, remaining to maturity; (2) unearned credit insurance charges, determined by the "Rule of 78ths"; and (3) unearned property insurance charges, determined by assuming an equal part is earned each month, but minimum is \$10.00.

FAILURE TO PAY. If I don't pay on time, (1) all my payments may become due at once, (2) without notifying me before bringing suit, you may sue me for the total amount I owe, less the same unearned Finance Charges I would receive if I fully prepaid, and (3) I will pay your court costs and reasonable attorney fees (if attorney is not creditor's salaried employee).

SECURITY. (1) You may take the goods securing this transaction if I don't pay on time and may require that I make them available for you at a convenient place of your choice. (2) You waive any security interest in my home that could result if the goods are installed.

I agree this sale is made under Maryland Commercial Law, Article 12, Subtitle 10, Credit-Grantor Closed End Credit Provisions.

SELLER: The Plaster Man, Inc BUYER: [Signature]
By Darlene Zandy BUYER: [Signature]

I HAVE READ AND RECEIVED A COMPLETED, READABLE, SIGNED COPY OF THIS CONTRACT.

BUYER: [Signature] BUYER: [Signature]

FORM 1835 MD (Rev. 8-84)

ORIGINAL

By [Signature]
Seller
The Plaster Man, Inc

BOOK 516 PAGE 142

FOR VALUE RECEIVED, the Undersigned hereby sells, assigns, and transfers to HOUSEHOLD RETAIL SERVICES, INC, all right, title, and interest of the Undersigned in and to the within contract and authorizes said Assignee to do every act and thing necessary to collect and discharge the same, including the right to endorse any check or draft payable to the Undersigned in connection with this obligation, and to take in Undersigned's name or otherwise, all such legal or other proceedings as Undersigned might have taken, but for this Assignment. This Assignment is subject to all the terms and conditions and all representations and warranties as to validity and enforceability of this contract (but without credit recourse to Seller) as are set forth in a Financing Agreement now existing between Seller and Assignee.

Date 8/7 1986

ASSIGNMENT

FORM 1835 MD (Rev. 8-84)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 7-15-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

9010742
08/17/87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 5, 1987, Schedule # 01, dated May 11, 1987 between Assignor as Lessor and LEASE ACCOUNT # BS5017 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarco, III
(Signature of Debtor)

Frank J. Sarco, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, III
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

BOOK 516 PAGE 144

SCH. 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	#AL7522 Atlantis Island Stylers
11	#AL7530 Atlantian Stylers
23	Pietranera Hydraulic Styling Chair "ELITE"
4	SC6122 Shampoo Station
4	#3100 Belvedere Shampoo Bowls w/#622 Fixtures & VB
1	#BS105 Belvedere Pedicure Stand w/stainless foot bath
1	6' Dispensary Sink Unit

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarpo, III., Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY:

TITLE: William J. Ottey, Exec.V.P.

200117

BOOK 516 PAGE 145

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated July 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. #016730 0777 R01 709:41

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 25, 1987, Schedule # 01, dated July 9, 1987 between Assignor as Lessor and LEASE ACCOUNT # 785260 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 17, 1987 between Assignor and Assignee:

- 1 (one) COC #5 125 ton Carrier Portable Chiller System S/N X697443 on 1978 Vulcan Drop Deck Flatbed S/NVT415278
- 1 (one) COC #6 125 ton Carrier Portable Chiller System S/N R795170 on 1978 Vulcan Drop Deck Flatbed S/N VT413778
- 1 (one) COC #7 200 ton Carrier Portable Chiller System S/N R795255 on 1978 Vulcan Drop Deck Flatbed S/N VT441178

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
William J. Ottey
(Signature of Secured Party)
William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

90001297
SERVDN

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	T60041001 TA10100 Tile Saw 1/115/60 S/N 6141
6 (six)	White Western Party Lamps
3 (three)	B1409FOD Fruit & Dessert Dish
2 (two)	46060 Classic Soup Chafer
1 (one)	8273 80 Qt. Steamer pot aluminum
6 (six)	200-2 42" Folding White Metal
1 (one)	M2E Electric Pizza oven 120V
6 (six)	6K403-1 1/4 1725 Split 48 open
6 (six)	2C370-0 24" 3 wing bl
6 (six)	3C192-6 24" Safety fan guard
6 (six)	4C043-9 Column bolt set
6 (six)	2W332-7 10' 16/3 SJ Cord w/sw
6 (six)	4C542-C 6' Adjustable column
6 (six)	3C298-1 36" Fan Base
6 (six)	7F503-2 24" Circulator kit
2 (two)	7644 7" Dinner Plate
1 (one)	20 X 40 1 pc fiesta top yl/wh
1 (one)	set walls for 20 X 40 fiesta
1 (one)	20 X 40 adj fiesta frame
10 (ten)	30 X 1 steel stakes CF A45800 T4202
10 (ten)	75A-081PH white tape, 7,5,ft. sunscape pagoda no cran vinyl solid white
4 (four)	B1409DP 10" Dinner Plate
1 (one)	Chipping hammer 3" X 15" X 68" MCH30R 100786
2 (two)	Model GP-25 2500 watts 120v 1 ph 60hz gillette alternator set driven by B&S 5hp heavy duty I/C 1 1 1
1 (one)	L10 Bluebird kaydee 1500 lift
2 (two)	Tsurumi Gas Engine Pump
12 (twelve)	S410 Croydon Utility fork
12 (twelve)	G232 Arcade bowl 5 1/2 oz
3 (three)	S410 Croydon utility fork
3 (three)	T07 20 X 20 all purpose can yl/wh
1 (one)	MC-5-WD 828645
1 (one)	80-010 Mod 5 Electric Polisher 115V

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. Ottey

TITLE: William J. Ottey, Exec. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

TITLE: Frank J. Sarro III, Exec. V.P.

BOOK 516 PAGE 148

200110

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#011210 0117 R01 T09:40

3. Maturity date of obligation (if any) _____

08/17/87

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2/28/84, Schedule #05, dated 6/18/87 between Assignor as Lessor and LEASE ACCOUNT #488220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 25, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarfo III
(Signature of Debtor)

Frank J. Sarfo III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

90000-65

AUDIO 05

516 140

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
16 (sixteen)	Panel black: (4) 52023 - M2; (4) 52093 - M9; (8) 52153 - M15
78 (seventy-eight)	Panels white: (5) 52022 - M2; (17) 52032 - M3; (2) 52042 - M4; (2) 52052 - M5; (29) 52062 - M6; (18) 52092 - M9; (11) 52112 - M11
8 (eight)	End Set White 29902
1 (one)	Cab f/dr 19 white M5 27582
2 (two)	4B/2C dwr white M5 27722
2 (two)	Center top glass white 35052
2 (two)	Reception Desk white 35102
2 (two)	Bernt chair white 50202
1 (one)	EJ Pipeline sofa 99999
4 (four)	Fritz Hansen 1,2,3 chairs XX 99999
2 (two)	Fritz Hansen 3107 color 507 fa 99999
1 (one)	Fritz Hansen 3117 chair w/cast 99999
1 (one)	Indoor lightsign 65511
1 (one)	Six logo sign 10 square 19031
4 (four)	Top plate white low wall 29202
1 (one)	End Set Black 29903
29 (twenty-nine)	Panel XX: (14) 52030 M3; (7) 52060 M6; (8) 52090 M9
1 (one)	Seating platform 99999
1 (one)	Closing area low wall 99999
7 (seven)	Support post F/M21 29001
1 (one)	End set M11 white 29922
1 (one)	15 X 48 4pc sh alu 26115
1 (one)	15 X 48 4pc sh alu white 26312
8 (eight)	15 X 48 1pc sh alu 26015
7 (seven)	15 X 24 1pc sh alu 26065
1 (one)	19 X 48 4pc TV alu 26135
8 (eight)	19 X 48 1pc sh alu 26025
3 (three)	19 X 24 1pc sh alu 26075
4 (four)	Panel 120 CM White bot 12202
4 (four)	Panel 120 CM White top 12212

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

BY: *[Signature]*

TITLE: FEVP

TITLE: BAVP

200120

BOOK 516 PAGE 150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. SECURED FEE 11.00

POSTAGE .50

#016200 0777 R01 T09:40

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 1, 1987, Schedule # 01, dated May 4, 1987 between Assignor as Lessor and LEASE ACCOUNT # 781050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 25, 1987 between Assignor and Assignee:

- 1 (one) Vulcan 1800 Lockformer w/IBM AT Keyboard software option (round & oval) second set of rails 12', IBM AT Printer

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sapro III
(Signature of Debtor)

Frank J. Sapro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

2001289
MOLAIR

209121

BOOK 516 PAGE 151

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Jan. 7, 1986, Schedule #02, dated June 23, 1987 between Assignor as Lessor and LEASE ACCOUNT # 687010 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 25, 1987 between Assignor and Assignee:

- 1 (one) Sentinel Model #220 Electropneumatic Thermoformer Inline form and trim Machine, 440 volts, 3 phase, 60 hz., S/N 622-064-86
- 1 (one) Special adjustable master tooling for electropneumatic thermoformer

CHECK THE LINES WHICH APPLY

RECORD FEE 11.00

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) .50

#016190 0777 R01 T09:40

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

08/17/87

JA

- Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sargo III
(Signature of Debtor)

Frank J. Sargo III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

PTP

90001286

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 269102

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated July 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

BOOK 516 PAGE 152

Name Marine Unlimited, Inc.

Address 4079 Cadle Creek Road, P.O. Box 306, Mayo, MD 21106

2. SECURED PARTY

Name Atlantic Financial Federal

Address 2401 Walnut Street, Philadelphia, PA 19103

Person And Address To Whom Statement Is To Be Returned If Different From Above. Yegen Marine, 23-00 Rt. 208 South, Fair Lawn, NJ 07410

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A"

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

8016140 0777 R01 109136

JA

08/17/87

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

Marine Unlimited, Inc. Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

Signature of Secured Party

Atlantic Financial Federal Type or Print Above Signature on Above Line

1150

EXHIBIT "A" TO UCC FINANCING STATEMENT

BETWEEN

Marine Unlimited, Inc. and Yegen Associates, Inc.

All new and used boats, wherever located, whether inventory or equipment, now owned or possessed or hereafter owned or possessed by Debtor, and any accessions, additions or accessories thereto, any accounts receivable or chattel paper arising from the disposition of boats by Debtor; any monies due or to become due to Debtor from any boat manufacturer, distributor or importer, any parts or accessories listed on any manufacturer's invoice to Debtor for a boat in which Secured Party may have a security interest, whether or not installed; all Debtor's rights in, to and under policies of insurance, as the interest of Secured Party may appear, including claims or rights to payment and proceeds hereafter rising therefrom as to the above-described types of property.

12-50

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF \$ 87-776
880133

FINANCING STATEMENT

BOOK 516 PAGE 154

1. Debtor (s):
Schoonmaker Enterprises T/A Annapolis Shell
Name or Names—Print or Type
2081 West Street, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party:
HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(2) Elcotel VX-2100 pay telephones; (2) enclosures

RECORD FEE 12.00
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

H016130 0777 R01 109435

08/17/87

JA

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S)

(Signature of Debtor)

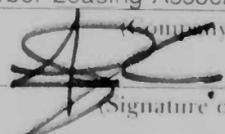
John Schoonmaker, Pres.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)


(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

To the FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

12/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 155
Identifying File No. 205101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BCF Associates

Address 100 Cathedral Street Annapolis, Maryland 21401

2. SECURED PARTY

Name Execulease Corporaton

Address 1975 Linden Blvd Elmont NY 11003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

MD15890 DT77 R01 T09:23

1 Marmo Diagnost U/M Model D53025 s/n 35005

08/17/87

Equipment Located at: 6188 Oxen Hill Road
Suite 200
Oxen Hill, MD 20745

JA

Assign to: Guardian Bank, N.A.
49 North Franklin Street
Hempstead, NY 11550

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

BCF ASSOCIATES
Type or Print Above Name on Above Line

Stephen R Brown
(Signature of Debtor)

Type or Print Above Signature on Above Line

Anna Mary AVP
(Signature of Secured Party)

EXECULEASE CORPORATION
Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 156
Identifying File No. 209125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brown, Croft & Frazier, P.A.
Address 100 Cathedral Street, Annapolis, MD 21401

2. SECURED PARTY

Name Execulease Corporation
Address 1975 Linden Blvd.
Elmont, NY 11003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

#015880 0717 001 109:23

1 Mammo Diagnost U/M Model D53035 s/n 36005

08/17/87

Equipment Located at: 6188 Oxen Hill Road
Suite 200
Oxen Hill, MD 20745

JA

Assign to: Guardian Bank, N.A.
49 North Franklin Street
Hempstead, NY 11550

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

BROWN, CROFT & FRAZIER, P.A.

Type or Print Above Name on Above Line

Stephen R. Brown
(Signature of Debtor)

Type or Print Above Signature on Above Line

Lupe Moya, AVP
(Signature of Secured Party)

EXECULEASE CORPORATION

Type or Print Above Signature on Above Line

11

This is to certify that recordation tax in the amount of \$88.60 was paid in Montgomery County, Maryland on March 2, 1987.

Wanda L. Embrey
Wanda L. Embrey
Credit Administrator
Debtor or Assignor Form

BOOK 516 PAGE 157

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
<u>Thomas W. Perry</u>	<u>First National Bank of Maryland</u>
<u>Harry L. Merrick, IV</u> <small>(Name)</small>	<u>Consumer Credit Department</u> <small>(Name)</small>
<u>10125 Maple Leaf Drive</u> <small>(Address)</small>	<u>15850 Crabbs Branch Way</u> <small>(Address)</small>
<u>Gaithersburg, Maryland 20879</u>	<u>Rockville, Maryland 20855</u>

ASSIGNEE OF SECURED PARTY'S INTEREST
THE FIRST NATIONAL BANK OF MARYLAND

Attn Wanda L. Embrey
(Name of Loan Officer)
15850 Crabbs Branch Way
(Address)
Rockville, Maryland 20855

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1985 Wellcraft, Nova XI, serial number WELP05041485
Mercruiser engine, serial number A332133
1985 EZ Loader trailer, 1ZF11MW226D021735

RECORD FEE 12.00
POSTAGE .50
#015850 0777 R01 T09+21
08/17/87

JA

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
<u><i>Thomas W. Perry, III</i></u> (Seal)	<u><i>Wanda L. Embrey</i></u> (Seal)
<u>Thomas W. Perry, III</u> (Seal)	<u>Wanda L. Embrey</u> (Seal)
<u><i>Harry L. Merrick, IV</i></u> (Signature)	<u>Wanda L. Embrey</u> (Signature)
<u>Harry L. Merrick, IV</u> (Print of Type Name)	<u>Wanda L. Embrey</u> (Print or Type Name)

12.00

BOOK 516 PAGE 138

#30064 STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
JASON'S, INC.
SEVERNA PARK MALL
SEVERNA, MD 21146

2. Secured Party(ies) and address(es)
YAMAHA MUSIC CORPORATION, USA
6600 ORANGETHORPE AVENUE
P O BOX 6600
BUENA PARK, CA 90622-6600

For Filing Officer (Date, Time and Filing Office)

JA
RECORD FEE 11.00
POSTAGE .50
#015320 0777 R01 109:20

4. This statement refers to original Financing Statement bearing File No. 369 573 29602
Filed with COUNTY OF ANNE ARUNDEL Date Filed APRIL 25 1977

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. PLEASE AMEND COLLATERAL DESCRIPTION ITEM #4 TO READ AS FOLLOWS: SEE ATTACHMENT
PLEASE AMEND DEBTORS NAME TO READ AS FOLLOWS:

JASON'S PIANO AND ORGANS OF MD, INC.

No. of additional Sheets presented:

JASON'S PIANO AND ORGANS OF MD, INC.

YAMAHA INTERNATIONAL CORPORATION

By: STEVEN COHEN
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: DIANE CORSAUT
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

11-50

BOOK 516 PAGE 159

#300644 EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF ANNE ARUNDEL

TOTAL NUMBER OF SHEETS 2

Yamaha pianos and organs, various musical instruments, including Everett Pianos and/or benches, and such other products as may be distributed by Yamaha Music Corporation, USA, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith. Proceeds of collateral are also covered.

JASON'S PIANO AND ORGANS OF MD, INC.
DEBTOR

YAMAHA MUSIC CORPORATION, USA
SECURED PARTY

2
SHEET No.

(1) Filing Officer Copy - Alphabetical

FORM UCC-E

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 100
Identifying File No. 209123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Universal TV Rental, Inc.
Address 7403 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg Warner Acceptance Corporation
Address 110 Boggs Lane, Suite 100, P.O. Box 46382, Cincinnati, OH 45246

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Please See Attached Schedule "A"

RECORD FEE 11.00
POSTAGE .50
NO13750 0777 R01 T09416
JA 08/17/87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Gary L. Wilburn
(Signature of Debtor)

Gary L. Wilburn
Type or Print Above Name on Above Line

Gary L. Wilburn
(Signature of Debtor)

Gary L. Wilburn
Type or Print Above Signature on Above Line

Daryl J. Demo
(Signature of Secured Party)

Daryl J. Demo
Type or Print Above Signature on Above Line

11750

SCHEDULE "A"

All inventory of goods, new or used, wherever located, now owned or hereafter acquired and all returns, reposessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto, and all other goods used or intended to be used in conjunction therewith, and all proceeds of the foregoing; and

All accounts, contract rights, rental contracts and/or lease agreements, accounts receivable, rental and/or lease accounts receivable and general intangibles, presently existing or hereafter arising, wherever located and all chattel paper and rental contracts and/or lease agreements pursuant to which we rent or lease inventory described above, along with all inventory returned to or possessed by the Debtor; and

All proceeds of every kind and character which shall include, but is not limited to, all rental income arising from the rental and/or lease of inventory or from the sale or other disposition of same. Rental income shall include all payments received in consideration of the rental or sale of inventory whether in the form of checks, cash, money orders, drafts, deposits, or any other remittances.

Universal TV Rental, Inc.
 DEALER NAME
Paul S. Williams

BORG-WARNER ACCEPTANCE CORPORATION
Daryl I. Dene 6-11-87
 DATE

A.A.CTY.

BOOK 518 PAGE 162

269130

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$9,000.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR(S) Name(s) (Last Name first) and Address(es) J. Warren Walker & Sons, Inc. 6812 Ft. Smallwood Rd. Baltimore, Md. 21226	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 225 N. Calvert St. Baltimore, Md. 21203
--	--

This Financing Statement covers the following types of items of property:
(Describe fully including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

Used 1980 Freightliner Truck. Model #FLC120GCT
Serial #CB113HP187513

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

DEBTOR(S):
Patricia A. Walker
Secretary, Treasurer
Patricia A. Walker Sec.-Treas.

SECURED PARTY:
MARYLAND NATIONAL BANK
By *Susan M. McNeice*
(Authorized Signature)
Susan M. McNeice Sr. Customer Account Rep.

RECORD FEE 11.00
POSTAGE .50
#015730 0777 R01 109:14
09/17/87 JA

(NOTE: Type name under each signature and if company type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to MARYLAND NATIONAL BANK at Retail Finance Dept., 225 N. Calvert St., Baltimore, Md. 21203)

11.50

200130

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles B. & Catherine R. Cherrix

Address 11805 Kemp Mill Road, Silverspring, Md. 20902

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1987 Marine Trader, Tradewinds 38, LOA 37'10", Beam 12'10" Hull # ETY38212A787
1987 Ford Lehman, Deisel 135HP, Engine Serial # P5751068
S5922004

Assignee of Secured Party: Society for Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

RECORD FEE 12.00

POSTAGE .50

#015720 0777 R01 109:12

03/17/87

Anchorage: Chesapeake Yacht Club, Shadyside, MD Amount of Indebtness: \$104,650.00

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be utilized to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles B. Cherrix
(Signature of Debtor)

Charles B. Cherrix
Type or Print Above Name on Above Line

Catherine R. Cherrix
(Signature of Debtor)

Catherine R. Cherrix
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

10.80

Ampe (7/23)
Annex
1/22

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jesco Capital Assets Corporation
Address 339 Collingwood Street, San Francisco, CA 94114

2. SECURED PARTY

Name CIS Corporation
Address One CIS Parkway, P.O. Box 4785, Syracuse, NY 13221-4785

RECORD FEE 18.00
POSTAGE .50
#015700 0117 R01 109:08
09/17/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

a) Inventory in the form of Tandem Central Processing Units and Peripherals located at Baltimore Parts Distribution Center, 8000 Telegraph Road, Severn, MD 21144 and described on Attachment A b) Schedule Ref. No. 4459 between Mack Trucks, Inc. and CIS Corporation; payments due and to become due including any and all Casualty, Termination and Insurance Loss payments.

Name and address of Assignee

16 00F786-1002

CHECK THE LINES WHICH APPLY Not Subject to Recordation Tax

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)
Jesco Capital Assets Corporation
By: CIS Corporation as Attorney-in-fact
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
CIS Corporation
Type or Print Above Signature on Above Line

1850

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Number</u>
2	Tandem	13AX	TNS II to TXP Upgrade	4365,4590
2	Tandem	2422	TNS II Memory Module	8749,10184
2	Tandem	2432	TXP Memory Module	9869,8875
1	Tandem	4120	V8 Disc Storage	21970,36545, 34011,36884, 36863,36737, 36270,37007
2	Tandem	3107	Disc Controller	15567,13018, 0209,13200
1	Tandem	7301	I/O Power Module	4819
1	Tandem	7504	Disc Patch Panel	No Serial Number
2	Tandem	42C-50	Disc Controller Cables	No Serial Number
16	Tandem	42D-50	Disc Data Cables	No Serial Number

Equipment Location

Baltimore Parts Distribution Center

8000 Telegraph Road

Severn, Maryland 21144

MD/11/86

BOOK 516 PAGE 100

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	304	VLX PKG System	H001UV,H2UFV, C002N5,H00KUT H001W2,H2KB9, C002H5,C002HW, C002MM,C002LE, C002P2,C002MT, C002JL
2	Tandem	3107	Disc Controller	H00170,H00DRZ, H00DSX,H2FT4
1	Tandem	42VB	V4 to V8 Add-on	C00LWH,C00LWA, C00LW4,C00LUR
2	Tandem	6204-1	Bit Synch Controller	H00D92,H00KBC
1	Tandem	6202	Byte Synch Controller	H2UZL
10	Tandem	6531	CRT Terminal	23220-AN05, 23279-BP48, 23215-AN00, 23275-BP43, 23204-Z836, 23276-Z495, 23278-BP51, 23274-BP27, 23270-BP28, 23282-BP45
6	Tandem	5541	Printers	5070001, 5111082, 5111333, 5111069, 5111293, 5111327

MD/11/86

1

ATTACHMENT A to UCC-1 FORM

BOOK 516 PAGE 187

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	6304	Asynch Ext Board	H0068E
1	Tandem	7501	Asynch Patch Panel	No Serial Number
2	Tandem	7502	Synch Patch Panel	No Serial Number
2	Tandem	3401	Line Printer Controller	H0009A, H30ZS
2	Tandem	5516	Line Printer (600 LPM)	C00RJ3, C00RHV
2	Tandem	76A-050	Printer Cables, 50 Ft.	No Serial Number
2	Tandem	55L008	Bar Code	No Serial Number
1	Tandem	7143	I/O Cabinet	C003FH
1	Tandem	7142	Patch Panel	C00CRW, C00CRS
2	Tandem	31AXX	Cabinet Disc Controller Upgrade	H00660, H00DRU

Equipment Location

Baltimore Parts Distribution Center

8000 Telegraph Road

Severn, Maryland 21144

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CIS CORPORATION

Address One CIS Parkway, P.O. Box 4785, Syracuse, NY 13221-4785

2. SECURED PARTY

Name Dandy, Alex

Address 1210 Washington Street, Hollywood, FL 33019

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
a) Equipment located and described as per Attachment A hereto. b) This UCC-1 is filed as a precaution in that filing is necessary to protect the interest of the Secured Party or Assignee.

Name and address of Assignee

RECORD FEE 17.00

POSTAGE .50

14 OFF 786-1002 03/17/87
5A

CHECK THE LINES WHICH APPLY Not Subject to Recordation Tax

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

CIS Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Alex Dandy

By: CIS Corporation as Attorney-in-fact
Type or Print Above Signature on Above Line

1750

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Number</u>
2	Tandem	13AX	TNS II to TXP Upgrade	4365,4590
2	Tandem	2422	TNS II Memory Module	8749,10184
2	Tandem	2432	TXP Memory Module	9869,8875
1	Tandem	4120	V8 Disc Storage	21970,36545, 34011,36884, 36863,36737, 36270,37007
2	Tandem	3107	Disc Controller	15567,13018, 0209,13200
1	Tandem	7301	I/O Power Module	4819
1	Tandem	7504	Disc Patch Panel	No Serial Number
2	Tandem	42C-50	Disc Controller Cables	No Serial Number
16	Tandem	42D-50	Disc Data Cables	No Serial Number

Equipment Location

Baltimore Parts Distribution
Center

8000 Telegraph Road

Severn, Maryland 21144

MD/11/86

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	304	VLX PKG System	H001UV,H2UFV, C002N5,H00KUT H001W2,H2KB9, C002H5,C002HW, C002MM,C002LE, C002P2,C002MT, C002JL
2	Tandem	3107	Disc Controller	H00170,H00DRZ, H00DSX,H2FT4
1	Tandem	42VB	V4 to V8 Add-on	C00LWH,C00LWA, C00LW4,C00LUR
2	Tandem	6204-1	Bit Synch Controller	H00D92,H00KBC
1	Tandem	6202	Byte Synch Controller	H2UZL
10	Tandem	6531	CRT Terminal	23220-AN05, 23279-BP48, 23215-AN00, 23275-BP43, 23204-Z836, 23276-Z495, 23278-BP51, 23274-BP27, 23270-BP28, 23282-BP45
6	Tandem	5541	Printers	5070001, 5111082, 5111333, 5111069, 5111293, 5111327

ATTACHMENT A to UCC-1 FORM

BOOK 516 PAGE 171

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	6304	Asynch Ext Board	H0068E
1	Tandem	7501	Asynch Patch Panel	No Serial Number
2	Tandem	7502	Synch Patch Panel	No Serial Number
2	Tandem	3401	Line Printer Controller	H0009A, H302S
2	Tandem	5516	Line Printer (600 LPM)	C00RJ3, C00RHV
2	Tandem	76A-050	Printer Cables, 50 Ft.	No Serial Number
2	Tandem	55L008	Bar Code	No Serial Number
1	Tandem	7143	I/O Cabinet	C003FH
1	Tandem	7142	Patch Panel Cabinet	C00CRW, C00CRS
2	Tandem	31AXX	Disc Controller Upgrade	H00660, H00DRU

Equipment Location

Baltimore Parts Distribution Center

8000 Telegraph Road

Severn, Maryland 21144

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

MD-CLERK OF ANNE ARUNDEL COUNTY
CIRCUIT COURT
Identifying File No. 516 PAGE 172

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dandy, Alex
Address 1210 Washington Street Hollywood, FL 33019

2. SECURED PARTY

Name Jesco Capital Assets Corporation
Address 339 Collingwood Street San Francisco, CA 94114

RECORD FEE 18.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. 08/17/87

3. Maturity date of obligation (if any) _____

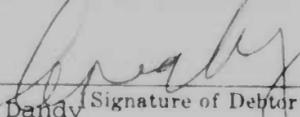
4. This financing statement covers the following types (or items) of property: (list)

a) Inventory in the form of Tandem Central Processing Units and peripherals located at Baltimore Parts Distribution Center, 8000 Telegraph Road, Severn, MD 21144 and described on Attachment A b) Schedule Ref. No. 4459 between Mack Trucks, Inc. and CIS Corporation; payments due and to become due including any and all casualty, termination and insurnace loss payments.

1206F-786-1002

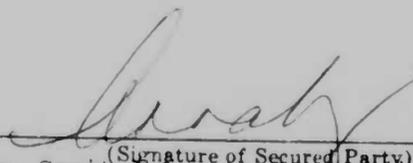
CHECK THE LINES WHICH APPLY Not subject to Recordation Tax

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)


Alex Dandy (Signature of Debtor)

By: CIS Corporation as Attorney-in-fact
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line


(Signature of Secured Party)
Jesco Capital Assets Corporation
By: CIS Corporation as Attorney-in-fact
Type or Print Above Signature on Above Line

1050

BOOK 516 PAGE 173

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Number</u>
2	Tandem	13AX	TNS II to TXP Upgrade	4365,4590
2	Tandem	2422	TNS II Memory Module	8749,10184
2	Tandem	2432	TXP Memory Module	9869,8875
1	Tandem	4120	V8 Disc Storage	21970,36545, 34011,36884, 36863,36737, 36270,37007
2	Tandem	3107	Disc Controller	15567,13018, 0209,13200
1	Tandem	7301	I/O Power Module	4819
1	Tandem	7504	Disc Patch Panel	No Serial Number
2	Tandem	42C-50	Disc Controller Cables	No Serial Number
16	Tandem	42D-50	Disc Data Cables	No Serial Number

Equipment Location

Baltimore Parts Distribution
Center

8000 Telegraph Road

Severn, Maryland 21144

MD/11/86

ATTACHMENT A to UCC-1 FORM

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	304	VLX PKG System	H001UV,H2UFV, C002N5,H00KUT H001W2,H2KB9, C002H5,C002HW, C002MM,C002LE, C002P2,C002MT, C002JL
2	Tandem	3107	Disc Controller	H00170,H00DRZ, H00DSX,H2FT4
1	Tandem	42VB	V4 to V8 Add-on	C00LWH,C00LWA, C00LW4,C00LUR
2	Tandem	6204-1	Bit Synch Controller	H00D92,H00KBC
1	Tandem	6202	Byte Synch Controller	H2UZL
10	Tandem	6531	CRT Terminal	23220-AN05, 23279-BP48, 23215-AN00, 23275-BP43, 23204-Z836, 23276-Z495, 23278-BP51, 23274-BP27, 23270-BP28, 23282-BP45
6	Tandem	5541	Printers	5070001, 5111082, 5111333, 5111069, 5111293, 5111327

LESSEE: MACK TRUCK, INC.
LEASE REF. #4459

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	Tandem	6304	Asynch Ext Board	H0068E
1	Tandem	7501	Asynch Patch Panel	No Serial Number
2	Tandem	7502	Synch Patch Panel	No Serial Number
2	Tandem	3401	Line Printer Controller	H0009A, H30ZS
2	Tandem	5516	Line Printer (600 LPM)	C00RJ3, C00RHV
2	Tandem	76A-050	Printer Cables, 50 Ft.	No Serial Number
2	Tandem	55L008	Bar Code	No Serial Number
1	Tandem	7143	I/O Cabinet	C003FH
1	Tandem	7142	Patch Panel Cabinet	C00CRW, C00CRS
2	Tandem	31AXX	Disc Controller Upgrade	H00660, H00DRU

Equipment Location

Baltimore Parts Distribution Center

8000 Telegraph Road

Severn, Maryland 21144

BOOK 516 PAGE 176

200101

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name, First and Address(es))

JAMES FRANKLIN SWEENEY
DOROTHY JANE SWEENEY
8 DE VERMILION STREET
LITWISAN PA 22714

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.
2010 WHITE BLVD. - 2ND FLOOR
ROCKFORD, PA 22714

3. For Filing Office: Date, Time, No. Filing Office

RECORD FEE 12.00
POSTAGE .50

5. This Financing Statement covers the following type(s) (or types) of property:

1983 LOTION LABELS, DISTON
#1 & #2 SERIAL # 11110
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTENANCES THEREIN AND THEREON, INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
TAGS AND/OR SERIAL TAGS.

6. Assignee(s) of Secured Party and Address(es)

JG 03/17/87

Products of the Collateral are also covered.

7. The described crops are growing or to be grown on *
 The described goods are or are to be attached to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected; or
 acquired after a change of name, identity or corporate structure of the Debtor; or
 as to which the filing has lapsed; or
 already subject to a security interest in another jurisdiction;
 when the Collateral was brought into this State; or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s); or
 Lessee(s) and Lessor(s).

JAMES FRANKLIN SWEENEY

DOROTHY JANE SWEENEY

GREEN TREE ACCEPTANCE INC.

By *James F. Sweeney* Signature(s) of Debtor(s)

By *Dorothy Jane Sweeney* Signature(s) of Debtor(s)

By *JG* Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked.)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Capital Corporate Federal Credit Union 516 177
 UNIFORM COMMERCIAL CODE – FINANCING STATEMENT 289135

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

1. Debtor (Name of Credit Union) Anne Arundel County Emp. Federal Credit Union	2. Debtor(s) Complete Address(es) 101 Crain Highway Glen Burnie, Md. 21061
---	--

3. & 4. Secured Party and Complete Address Capital Corporate Federal Credit Union Suite 130 • 8181 Professional Place Landover, Md. 20785	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)
--	--

7. This financing statement covers the following types (or items) of property: (Describe)

"All of the assets of this credit union, including but not limited to personal property or fixtures including goods, documents, instruments, general intangibles, chattel paper or accounts and any proceeds from the sale of any of the foregoing."

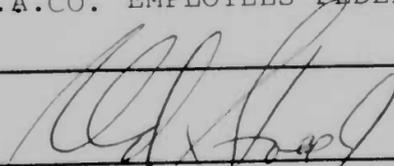
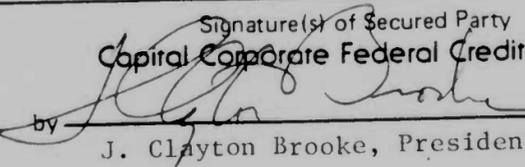
RECORD FEE 11.00
 POSTAGE .50
 8015650 0777 R01 09:04
 JA 09:17/87

8a. () Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County; Other

9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.

10. This statement is to be returned after recordation to:
 CAPITAL CORPORATE FCU
 8181 PROFESSIONAL PLACE
 SUITE 130
 LANDOVER, MARYLAND 20785

Signature(s) of Debtor(s) A.A.CO. EMPLOYEES FEDERAL CREDIT UNION	Signature(s) of Secured Party Capital Corporate Federal Credit Union
	
Richard Stoll Jr. Manager	J. Clayton Brooke, President

1150

200136

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 516 PAGE 178

FINANCING STATEMENT

DATE: July 27, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Middleton Tavern, LTD

ADDRESS: 246 Market Space
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
#015640 0717 R01 109:03
JA 08/17/87

DEBTOR(S):
Middleton Tavern, LTD
(Company Name)

BY: Joseph J. Hardesty, Pres
Joseph J. Hardesty, President

BY: Joseph J. Hardesty

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: [Signature]
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.50

BOOK 516 PAGE 179

200137

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) HAROLD CROCKETT PILLSBURY, III 111 BURNWOOD CT CHAPEL HILL NC 27514	2. Secured Party(ies) and address(es) NEW ENGLAND SAVINGS AND LOAN BANK 63 EUGENE O'NEILL DRIVE NEW LONDON, CT 06320 acct. #77000865	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE: 10.00 POSTAGE .50 NOV 25 0777 PM 1987 09/17/87 CK
---	--	--

4. This statement refers to original Financing Statement bearing File No. LIBER 468 PAGE 67#249911
Filed with CIRCUIT COURT AA COUNTY Date Filed NOVEMBER 21 1983

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By: March 30 1987
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*
NEW ENGLAND SAVINGS AND LOAN BANK
Signature(s) of Secured Party(ies)

STATE OF MARYLAND

BOOK 516 PAGE 180

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Holly Properties

Address PO Box 387, Glen Burnie, MD 21061 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) New Dresser Model 540 Rubber Tired Loader SN 4324 w/4 1/2 CY Bucket, teeth, 23.5 x 25 16 PR L3 Tires (Rental)

RECORD FEE 11.00 STAGE .50

4015440 0777 R01 108:37

JA 08/17/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Holly Properties

Joseph F. Joy, Jr. (Signature of Debtor)

Joseph F. Joy, Jr. Type or Print Above Name on Above Line

J. Elise Martin (Signature of Debtor)

J. Elise Martin Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin (Signature of Secured Party)

Glenn S. Conklin, VP & GM Type or Print Above Signature on Above Line

1000 1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 181

Identifying File No. 200100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Powercon Corporation

Address 1551 Florida Ave., Severn, MD 21144

2. SECURED PARTY

Name General Electric Credit Corporation

Address 10480 Little Patuxent Parkway, Suite 380, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) LVD CNC Hydraulic Press Brake, one (1) Methods Slant 3A Lathe and one (1) AT&T Horizon telecommunications system more fully described on Schedule A attached hereto and made a part hereof.

Name and address of Assignee

Recordation Tax of \$693.00 paid on balance of \$209,598.19 to state of MD.

RECORD FEE 13.00

POSTAGE .50

#015430 0777 R01 708#36

08/17/87

34

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powercon Corporation

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13.50

SCHEDULE 'A'

This schedule is to be attached to and become a part of the Chattel Mortgage dated July 24 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
One (1)	LVD CNC Hydraulic Press Brake with one (1) Gooseneck Dia 1/32" Radius x 15' long x Heights, 30 degree V Dic with 1" opening x 15' long x Heights		10861
One (1)	Methods Slant 3A Lathe with Fanuc 3TF Control, parts cather, bar pull system, bar feed interface and chip conveyor Fanuc 3TF Control		C30318 7113734
One (1)	AT&T Horizon telecommunications system including but not limited to the following: Horizon Advanced C/E Supplemental C/E Five (5) Met Circuit Packs Four (4) Dense S/A Packs One (1) Paging Access One (1) Horn (external) One (1) Touchtone service Two (2) Console 3-79Sta Nine (9) Met Circuit Pack One (1) Aux Circuit Pack Six (6) CO Trk Pack One (1) Customer Access Unit One (1) Volume Control One (1) Paging Access Twenty- nine (29) Touch Tone Desk Set Two (2) Touch-a-matic 32 Adj Two (2) Speakerphone		

This schedule is hereby verified correct and undersigned Mortgagor acknowledges receipt of copy.

MORTGAGEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)

By: [Signature] (L.S.)
CI-306

MORTGAGOR

Powercon Corporation (L.S.)

By: [Signature] (L.S.)

0204D

BOOK 516 PAGE 180

GENERAL ELECTRIC CREDIT CORPORATION

Page 2 of 2

SCHEDULE 'A'

This schedule is to be attached to and become a part of the Chattel Mortgage dated July 24 1987, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
Two (2)	Headset		
Twenty-			
six (26)	10 Button Met		
Two (2)	40 Button Ans Pos		
Five (5)	External Bell		
One (1)	Horizon B C/E		
One (1)	Horizon Supp Carrier		
Eight (8)	Auxiliary Circuit Packs		
Six (6)	Toll Reservation Packs		

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Mortgagor acknowledges receipt of copy.

MORTGAGEE

MORTGAGOR

GENERAL ELECTRIC CREDIT CORPORATION(L.S.)

Powercon Corporation (L.S.)

By: [Signature] (L.S.)
CI-306

By: [Signature] (L.S.)

0204D

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

516 184

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 198983 recorded in
Libel 348 Folio 184 on Nov 5, 1985 at Anne Arundel County

1. DEBTOR(S):
Name(s) Atlantic Sailing Yachts of Maryland, Inc.
Address(es) 7074 Bembe Beach Road, Annapolis, Maryland 21403

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street
Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.
225 North Calvert St. Baltimore, MD 21202
Attn: Anjana Singh M.S. 011503

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The firm changed name to:
Atlantic Sailing Yachts of Maryland, Inc. T/A Atlantic Sailing and Motor Yachts
Add additional address of: 2701 Boston Street, Baltimore, MD 21224

RECORD FEE 10.00
MD15-20 077 R01 108:35
09/17/87

9. SIGNATURES.

WV Kallaur
Walter V. Kallaur
President
Atlantic Sailing Yachts of Maryland,
Inc. T/A Atlantic Sailing and
Motor Yachts

SECURED PARTY

MARYLAND NATIONAL BANK
By [Signature]
ROBIE JO COTTMAYER
ASSISTANT VICE PRESIDENT
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

15.00

Identification 463 353 Dated July 8, 1983

BOOK 516 PAGE 185

2001 10

Harry & Patricia Hornberger
Name or Names -- Print or Type

1. Debtor(s) 308 Broadwater Rd., Arnold, (Ann Arundel County) Maryland
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party 10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) _____

RECORD FEE 10.00

4. Check Applicable Statement:

POSTAGE .50

A. Continuation NO15A10.5777. R01 T08:34
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective. 08/17/87

OK

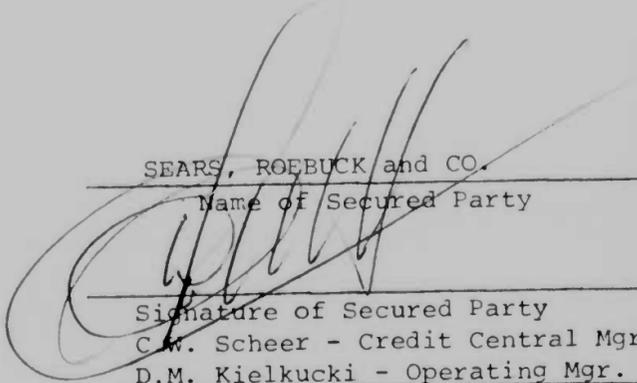
B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination..... XX
(Indicate whether amendment, termination, etc.) _____ TERMINATION

Dated: July 24, 1987

SEARS, ROEBUCK and CO.
Name of Secured Party


Signature of Secured Party

C.W. Scheer - Credit Central Mgr.

D.M. Kielkucki - Operating Mgr.

Type or Print (Indicate Title)

1050

BOOK 516 PAGE 186
209111

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) ROBERT W CHILDS LANDSCAPE CONTRACTORS INC 491 COLLEGE PARKWAY ARNOLD VA 21012	2. Secured Party(ies) and address(es) AVCO LEASING SERVICES INC 8301 ARLINGTON BLVD SUITE 105A FAIRFAX VA 22031	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #015400 0777 R01 T08:33 5. Assignee(s) of Secured Party and Address(es) JA 08/17/87
4. This financing statement covers the following types (or items) of property: 1 NEW NAPA PARTS WASHER 1 NEW NAPA PRESSURE WASHER (1771.73) "This financing statement constitutes notice that the Lessor, herein referred to as Secured Party, has leased certain personal property described herein to Lessee, referred to as Debtor."		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK OF THE CIRCUIT COURT OF ANNA ARUNDEL

ROBERT W CHILDS
LANDSCAPE CONTRACTORS INC

By: [Signature]
Signature(s) of Debtor(s)
ROBERT W CHILDS/PRESIDENT

AVCO LEASING SERVICES INC

By: [Signature]
Signature(s) of Secured Party(ies)
FRANCES S HEIM/LEASE COOR

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

BOOK 516 PAGE 188

EXHIBIT A
TO
FINANCING STATEMENT

Debtor:

Ceco Industries, Inc.
1400 Kensington Road
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.
(as Agent ("Agent") for the
institutions ("Banks") set forth
on Exhibit B, attached hereto)
200 South Wacker Drive
Chicago, Illinois 60606

DESCRIPTION OF COLLATERAL

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: machinery, equipment, furniture, fixtures and general intangibles related thereto (including, without limitation, trade fixtures, inventions, designs, patents, patent applications, licenses and leasehold interests in real and personal property), together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

CECO INDUSTRIES, INC.

By: 

CITICORP INDUSTRIAL CREDIT,
INC., as Agent

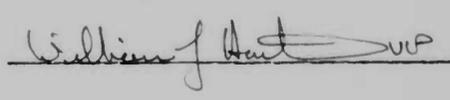
By:  VP

EXHIBIT B
TO
FINANCING STATEMENT

BOOK 516 PAGE 189

Debtor:

Ceco Industries, Inc.
1400 Kensington Road
Oak Brook, Illinois 60522

Secured Party:

Citicorp Industrial Credit, Inc.
(as Agent ("Agent") for the
institutions ("Banks") set forth
herein.)
200 South Wacker Drive
Chicago, Illinois 60606

Banks

1. Mellon Bank N.A.;
2. Harris Trust & Savings Bank;
3. Security Pacific National Bank;
4. Continental Illinois National Bank
and Trust Company of Chicago;
5. AmSouth Bank, N.A.;
6. Citicorp Industrial Credit, Inc.; and
such other institutions which may,
from time, become parties to that certain
Credit Agreement among the Debtor, the
Agent and the Banks.

500X 516 PAGE 190

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257170

RECORDED IN LIBER 486 FOLIO 341 ON June 26, 1985 (DATE)

1. DEBTOR

Name Ben Oaks Decoration Center, Inc
Address 821 W. Benfield Road Severna Park, MD 21146

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

RECORD FEE 10.00

POSTAGE .50

REGISTERED 2777 R01 T13404

09/17/87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> XXXX (Indicate whether amendment, termination, etc.)</p>
<p>Please amend debtor's address to include: 545 Baltimore- Annapolis Blvd. Severna Park, MD 21146</p>	

1650

Dated July 28, 1987
[Signature]
SIGNATURE OF DEBTOR

[Signature]
(Signature of Secured Party)
D.R. Williams Credit & Collections Manager
Type or Print Above Name of Manager

STATE OF MARYLAND

BOOK 516 PAGE 191

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254770
BK Pg
RECORDED IN ~~LIBER~~ 480 ~~FOHO-~~ 149 ON 12/3/84 11:15 AM (DATE)

1. DEBTOR

Name Russell Gordon Meyer
Address 1553 Meyer Station Rd., Odenton, MD 21113

2. SECURED PARTY

Name Kubota Credit Corporation, USA
Address P.O. Box 105598, Atlanta, GA 30348-5598
Baldwin Service Center, Inc. Rt 178 & Rt 450, Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#018100 0777 001 113/11
03/17/87
CK

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>[Redacted area]</p>	

Kubota Credit Corporation, USA

Dated November 17, 1986

Lynn Butler 12-1-86

(Signature of Secured Party)

Lynn Butler, Credit Secretary

Type or Print Above Name on Above Line

10500

11.50

BOOK 516 PAGE 112

2001 13

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) to Be Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Reliable Contracting Company, Inc. 1 Churchview Road Millersville, Anne Arundel, MD 21108	Secured Party Name and Address S. M. Christhilf & Son, Inc. Timonium Road & Harrisburg Expressway Timonium, MD 21093	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Bomag Model BW130AD Tandem Vibratory Roller s/n 000243 One (1) New Bomag Model BW172AD Single Drum Roller s/n 110251		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Reliable Contracting Company, Inc.</u>	Secured Party <u>S. M. Christhilf & Son, Inc.</u>	
By <u>W. B. B...</u> <u>Pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>William B</u> <small>Type or print name(s) of person(s) signing</small>	By <u>Michael Bruno</u> <u>Michael Bruno</u> <small>Type or print name of person signing</small>	

RECORD FEE 11.00
 POSTAGE .50
 #018190 C/IT R01 113:18
 09/17/87

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11.50

11.50

BOOK 516 PAGE 111

200111

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Cunningham Concrete, Inc. 1073 St. Stephen Church Road Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address S. M. Christhilf & Son, Inc. Timonium Road & Harrishurg Expressway Timonium, MD 21093	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Bomag Model BW-120AD Vibratory Roller S/N 20434		
		RECORD FEE 11.00 POSTAGE .50 #010200 UT 17 R01 T13*18 08/17/87 JA
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Cunningham Concrete, Inc.</u>	Secured Party	<u>S. M. Christhilf & Son, Inc.</u>
By <u>James Cunningham</u> (Seal) Title <u>Pres</u>	By	<u>Michael Bruno</u>
<small>If Corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>James Cunningham</u>		<u>Michael Bruno</u>
Type or print name(s) of person(s) signing	Type or print name of person signing	

5 SA 989D

11.50

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 195

(xx) Not Subject to Recordation Tax (C/S/C)

269116

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Uniglobe R.S.V.P. Travel, Inc.
(Name or Names)
1190 Winterson Rd.- Suite 170 Linthicum, Maryland 21090
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation
Of LESSOR
(Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
See attached Schedule A.

RECORD FEE 11.00
POSTAGE .50
#018230 CTTT R01 T13421
08/17/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Uniglobe R.S.V.P. Travel, Inc.
By: Robert L. Pence
President - Robert L. Pence
(Type or print name of person signing)
By: Robert L. Pence
President
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr.
Brian G. Connelly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50

SCHEDULE A

BOOK 516 PAGE 100

Attached to and made a part hereof Equipment Lease No. ESC 2198
 dated July 22, 1987.

<u>Quantity</u>	<u>Description</u>	
1	PFI Double Pedestal Radius EDGE Desk	R-3060-LO
3	PFI Double Pedestal Radius EDSE Desk	R-3060-LO
1	PFI Radius Credenza 66 X 20	R-2066-LO
1	Secretary Desk w/Right Return, Radius Edge	R-2066-LO
1	PFI Radius Edge Secretarial Return Left	R-2040-L-LO
3	3-High Lateral File 36"W with Lock & Hanging Bars	50-51-556-01
2	PFI Radius Bookcase Set up	480-48-LO
9	Task Chair w/Arms	4500-A
9	Arms	4500 ARMS
5	Guest Sled Base Chairs	520
2	Swivel Lounge Chair	720-C
1	Drum Table, 24D X 20H	D-24
1	Kneespace Credenza w/2-Box File Pedestals	
	Utility Shelf	6100-CA-72-KS
1	Vertical Storage Unit w/Overhead Swing Door Cabinets	6115-VSU-59-SD
1	Task Light	61-CLF-50
1	Conference Table 36" X 72"	6172-PT-Table
1	Keyboard Drawer for Credenza	61-CD-CRT-25
1	End Table 24 X 24 X 20	20
1	Coffee Table 43 X 25 X 15	22
1	Executive High Back Chair	S-962-ST
1	Loveseat	7102
1	Chair	7101
13	Fabric for Loveseat	AC-51445
2	Open Arm Chair w/Casters	684-C
2	Fabric for Lowenstein Chairs	1001
1	Table Top 36 X 72 for Conference w/Oak Trim	W20-3672
4	Wood Legs for Top	92-WS

Approved and agreed to this 7/22/87 22nd day of July, 1987

Lessee: Uniglobe R.S.V.P. Travel, Inc Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 1917
209177

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE East Trucking Company
8060 Washington Blvd. (Name or Names) Jessup, Maryland 20794

(Address) BFED 649

LESSEE _____ (Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
Of LESSOR _____ (Name or Names)

P.O. Box 116 (Address) Baltimore, Md. 21203

4. This financing Statement covers the following types (or items) of property:
See attached Schedule A

RECORD FEE 11.00
POSTAGE .50
#018240 0777 R01 T13:22
09/17/87
J4

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
East Trucking Company

By: Philip L. East Jr. V. Pres.
(Title)
Vice President

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Brian G. Connelly Mgr.
(Title)
Brian G. Connelly

(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50

SCHEDULE A

BOOK 516 PAGE 198

Attached to and made a part hereof Equipment Lease No. BFED 649
dated July 23, 1987

<u>Quantity</u>	<u>Description</u>
1	242-8710-b01 Control Base Station
1	239-0226-211 Control Base Power Supply
1	250-0742-002 Control Desk Microphone
1	Belden 50' Transmission Line
1	Yagi DB492 Base Station Antenna
12	242-8710-001 8710 Fleet Radios w/scan
12	250-8700-155 Standard Accessory Package
12	250-0740-200 Heavy-Duty Microphone
12	920BASE Unity Roof-Mount Rubber Whip Antennae

Approved and agreed to this 23rd day of July, 1987

Lessee: East Trucking Company Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian G. Connelly Mgr.

BOOK 516 109

2001-13

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

June 23, 19 87

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 246829 Dated March 16, 1983

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME John S. Pafford & JoAnn R. Pafford RECORD FEE 10.00

ADDRESS 1692 Winchester Road POSTAGE .50

Annapolis, Md. 21401 #001710 0060 R04 T14:36

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

08/17/87
K

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

100 3

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 200
200119

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Southward Corportion DBA Annapolis 4A Rental and Sales
(Name or Names)
1919 Lincoln Drive, Annaplois, Maryland 21401
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: McCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 12.00
POSTAGE .50
#012300 C237 R02 T12:01
08/18/87
JA

3. ASSIGNEE (if any)
of LESSOR: HYSTER CREDIT CORP.
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property:
(1) Hyster Model H50XL
A117B16392G

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Proceeds of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Southward Corporation DBA Annapolis
4A Rental and Sales

McCALL HANDLING CO.

By: Stephen P. Dittus MGR
(Title)

By: Janet L. Kuhn Sec Treas
(Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: McCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

BOOK 516 PAGE 201

200100

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

July 29, 1987 JMC
August 4, 1986 M&C

Debtor:

JOSEPH M. CLEMENTE and
MARGARET K. CLEMENTE

Address:

10516 Stable Lane
Potomac, Maryland 20854

Secured Party:

MAKIELSKI REED CORPORATION

9015 Woodyard Road, Suite 111
Clinton, Maryland 20735

RECORD FEE 18.00
POSTAGE .50
M&C 0345 201 714120

08/13/87

JA

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Building Loan Deed of Trust Note of even date herewith in the amount of Two Hundred Thirty-Nine Thousand One Hundred Ninety and 00/100 Dollars (\$239,190.00), plus any additional advances made, from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to Donald L. Noble and Bruce J. Lipstein, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest,

18.50

JMC
MKC

estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, ~~shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings,~~ and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value

thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS:

DEBTOR:

Sandra C. Rossell

Joseph M. Clemente
Joseph M. Clemente

Sandra C. Rossell

Margaret K. Clemente
Margaret K. Clemente

WITNESS:

SECURED PARTY:

MAKIELSKI REED CORPORATION

Stephen H. Scott

By: Dennis J. Makielski
Dennis J. Makielski,
Chairman

TO THE FILING OFFICER: After this Security Agreement and Financing Statement has been recorded, please return the same to:

Stephen H. Scott, Esq.
MAKIELSKI REED CORPORATION
9015 Woodyard Road, Suite 111
Clinton, Maryland 20735

3

EXHIBIT "A"

The land and premises lying and being in Anne Arundel County, State of Maryland, known as 351 Broadview Lane, Annapolis, Maryland 21401, and more particularly described as follows:

BEING KNOWN and designated as lots number 41 as shown on a Plat entitled Broadview Estates, Section 2, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 84, page 15.

Being the same property obtained by the Grantor in a deed recorded in Liber 4394 at folio 566.

Mail to Stephen H. Scott

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 398

Page No. 382

Identification No. 223140

Dated February 15, 1979

1. Debtor(s) { H. R. Hoffman, Inc. T/A Amigos
Name or Names—Print or Type
609 Taylor Avenue, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code
SMALL BUSINESS ADMINISTRATION
(an Agency of the United States Government)

2. Secured Party { Name or Names—Print or Type
10 North Calvert St., 3rd Floor, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

Assigned to SBA June 11, 1987.

RECORD FEE 10.00
POSTAGE .50
#013340 0055 R02 T09:22
08/19/87

Dated: August 14, 1987

SMALL BUSINESS ADMINISTRATION

Name of Secured Party
BY Paul Hecht
Signature of Secured Party
Paul Hecht, Chief, PMD
Type or Print (Include Title if Company)

AFTER RECORDATION RETURN TO DEBTOR.

10/12/50

LEONARD Z. BULMAN
155 Duke of Gloucester
Annapolis, Maryland 21401

BOOK 516 PAGE 206

200103

18	State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2 XXXXXX Last name first, address(es) Soc. Sec. No. - Tax ID No. Lessee: Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3 XXXXXX and address(es) Lessor: McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011	RECORD FEE 77.00 #021730 2345 P01 T11/24 08/19/87 Lease: 409 <i>JA</i> CNTY: Independer City
4 Name and address(es) of assignee(s) (if any) Chase Lincoln Lease/Way, Inc. One Lincoln First Square Rochester, NY 14643	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

7. This financing statement covers the following types (or items) of property:

This is a precautionary filing and is being made for informational purposes.

SEE ATTACHED MASTER LEASE AND PURCHASE ORDER NO. 86JJHV21929, CORPORATE PURCHASE ORDER NO. 978-A-08419.

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of ~~XXXXXX~~ Lessee

by: *[Signature]*
Signature of ~~XXXXXX~~ Lessor
John R. Chasteen, Vice-President *AMB*

Secretary of State Copy

RIEGLER PRESS, FLINT, MICH.

meo

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#409)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AD4	2	Direct Access Storage	B5450,B5454
3380	BD4	2	Direct Access Storage	G2467,G2669

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21929/978-A-08419 dated April 9, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

Attachment to UCC-1 between Westinghouse Electric Corporation and
 McDonnell Douglas Capital Corporation (L#409)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AD4	2	Direct Access Storage	B5450,B5454
3380	BD4	2	Direct Access Storage	G2467,G2669

Location of Equipment: Westinghouse Electric Corporation
 Defense & Electronics Systems Company
 Camp Meade Road
 BWI Airport
 Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21929/978-A-08419 dated April 9, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

BOOK 516 PAGE 209

DUPLICATE
ORIGINAL

MASTER LEASE AGREEMENT

This Lease Agreement is made the 28th day of August, 1986.

Lessor:

Lessee:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

- (a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.
- (b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

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TERM OF LEASE:

- (a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").
- (b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

- (a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.
- (b) Any payment past due hereunder for more than fifteen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

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to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportation via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

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MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

- (a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

- (b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.
- (c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

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800-516-213
affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

- (d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

- (a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.
- (b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.
- (c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith. Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

DEFAULT AND REMEDIES:

- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.
- (b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

- (c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.
- (d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

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such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

- (a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.
- (b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.
- (c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).
- (e) Section headings are for convenience only and shall not be construed as part of this Lease.
- (f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.
- (g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.
- (h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

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(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor _____ Lessee _____

"DUPLICATE ORIGINAL"

Lessor *[Signature]* Lessee *[Signature]*

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:

FIRST NATIONAL CAPITAL CORPORATION

By: *[Signature]*

Title: VICE PRESIDENT

Date: August 28, 1986

Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: *[Signature]*

J. A. Pickett, Manager

Title: Computer Systems Acquisition

Date: August 28, 1986

APPROVED

ADDENDUM ATTACHED

[Signature]

LAW DEPT.



ORIGINAL

Westinghouse Electric Corporation

INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO.
ON INVOICE TO FACILITATE PAYMENT.

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

INVOICE NO. 86JJHV21938

AGREEMENT

DATE 04/09/87

978-A-08464

LEASE: DASD EQUIPMENT

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

THIS ORDER ISSUED FOR:

DEFENSE & ELECTRONICS SYS CO
BALTIMORE MD 21203
ATTN: W S PEASE - MS 4860

3 1 01 BL

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P.O. BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

516 220

VENDOR NAME AND ADDRESS: FNC

USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. Pickett
J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

ATTACHED ACKNOWLEDGMENT

MUST BE SIGNED
AND RETURNED PROMPTLY

1. TERMS. Subject to terms and conditions printed on the back and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
2. TRANSPORTATION CHARGE. (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

B F 48032E

REORDER FROM: WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

ORIGINAL

Schedule A
for
Purchase Order No. 86JJHV21938
978-A-08464

- 1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:
- 2.0 Equipment to be Ordered: This order is issued for the four (4) year lease of four (4) 3380-BE4 Direct Access Storage Devices as detailed on the attached Configuration Sheet. NOTE: These units had originally been covered on Purchase Order No. 86JJHV21929, Corporate Purchase Order No. 978-A-08419.
- 3.0 Monthly Charge: \$6,420.24
- 4.0 Date Equipment Requested: 04/03/87
- 5.0 Initial Term: 48 Months from the Commencement Date
- 6.0 The preprinted terms and conditions appearing on the front and the back of the Purchase Order shall not apply to this Lease transaction.
- 7.0 a. For the purpose of this Purchase Order only, the Commencement Date shall be defined as (1) if the Installation Date for all Equipment or for the last Unit of Equipment falls on the first day of the month, that date, or (11) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.
- b. For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.
- c. For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the Configuration Sheet dated April 9, 1987 attached to this Purchase Order for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

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Initial: Lessee: 
J. A. Pickett, Manager
Computer Systems Acquisition

Lessor: 
J. A. Pickett

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C O N F I G U R A T I O N S H E E T 04/09/87 PAGE 1
DEFENSE & ELECTRONICS SYS CO
PO TYPE H HARDWARE

P.O. 86JJHV21938
(978-A-08464) FNC
C/N 000

1ST NATIONAL CAPITAL CORP.
LOC 3 1 01

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

ATTN:

LO MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL IBM	* B	3380	BE4 32PCKY	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
BL IBM	* B	3380	BE4 55NLQZ	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
BL IBM	* B	3380	BE4 55NLRB	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,608.94	0
BL IBM	* B	3380	BE4 55NLRB	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,608.94	0
TOTAL								\$6,420.24	

TOTAL \$6,420.24

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DUPLICATE

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This Attachment is appended to and made a part of Purchase Order No. 86JJHV21938 dated April 9, 1987, to the Master Lease Agreement between First National Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

FAIR MARKET VALUE RENEWAL OPTION

Lessee will have the option to renew any Schedule beyond the Initial Term on the following terms and conditions:

- (a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.
- (b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.
- (c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.
- (d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: J. A. Pickett
Title: J. A. Pickett, Manager
Computer Systems Acquisition
Date: May 1, 1987

FIRST NATIONAL CAPITAL CORPORATION
(Lessor)

By: [Signature]
Title: Vice President
Date: 4/22/87

mmb



WESTINGHOUSE ELECTRIC CORPORATION
 Corporate Systems Integration - Computer Systems Acquisition
 P O Box 160 Pittsburgh PA 15230-0160

INVOICE TO BE FORWARDED TO THE BUYER'S NO.
 ON INVOICE TO EACH PARTY PAYMENT.
 Show Purchase Order No. on all invoices and correspondence
 P.O. DATE 04/09/87

AGREEMENT

86JJHV219J8

978-A-08464

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
 CAMP MEADE ROAD, BWI AIRPORT
 BALTIMORE MD 21240
 ATTN: J BROWNWELL - MS 1207

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR:

DEFENSE & ELECTRONICS SYS CO
 BALTIMORE MD 21203
 ATTN: W S PEASE - MS 4860

3 1 01 BL

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
 P O BOX 392
 BALT/WASH INT'L AIRPORT
 BALTIMORE MD 21203
 ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
 NO. MUST BE REFERENCED ON ALL INVOICES

ADDITIONAL INVOICING INSTRUCTIONS:
 IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
 WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
 DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
 CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
 P. O. BOX 160, PITTSBURGH, PA 15230

CASH TERMS: PER AGREEMENT
 FOB TERMS: PER AGREEMENT
 FREIGHT TERMS: PER AGREEMENT

PLEASE REFER TO THE ATTACHMENTS
 FOR DETAILS OF THIS ORDER

UNPAID
PLEASE SIGN

VENDOR NAME AND ADDRESS: FNC

USLEBER
 1ST NATIONAL CAPITAL CORP.
 1100 NORTH WOODWARD AVENUE
 SUITE 214
 BIRMINGHAM, MI 48011

AUTHORIZED BY:

J. A. PICKETT, MANAGER
 COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

516 224

TERMS Subject to terms and conditions printed on the back and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
 TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charge when transportation charges are chargeable to Seller. (b) Buyer's responsibility for transportation charges is to be paid by the Buyer which are chargeable to Seller and Seller's responsibility for transportation charges when prepaid costs are chargeable to Buyer.

ACKNOWLEDGMENT

APPROVED AND ACCEPTED BY: *[Signature]*
 J. A. PICKETT, MANAGER
 COMPUTER SYSTEMS ACQUISITION
 (412) 778-5367

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DUPLICATE

CERTIFICATE OF ACCEPTANCE

For Purchase Order No. 86JJHV21938 dated April 9, 1987
to Master Lease Agreement dated August 28, 1986
between First National Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

Page 1 of 1

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21938 dated April 9, 1987, to the Master Lease Agreement dated as of August 28, 1986, between First National Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation

Status: New Equipment

<u>Qty.</u>	<u>Type</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	3380	BE4	Direct Access Storage	N7934
1	3380	BE4	Direct Access Storage	N8396
1	3380	BE4	Direct Access Storage	N8379
1	3380	BE4	Direct Access Storage	N8398

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road, BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: Baltimore, MD

DATE ACCEPTED: May 1, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.


Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

J. A. Pickett, Manager
Computer Systems Acquisition

200103

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1. No. of additional sheets 18		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. Debtor(s) Last name first, address(es) XXXXXX Soc. Sec. No. — Tax I.D. No. Lessee: Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3. XXXXXX (s) and address(es) Lessor: McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011		RECORD FEE 77.00 #021740 0745/001 711426 08/19/97 JA Lease:410 CNTY:Independent City
4. Name and address(es) of assignee(s) (if any) Chase Lincoln Lease/Way, Inc. One Lincoln First Square Rochester, NY 14643	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		

7. This financing statement covers the following types (or items) of property:
This is a precautionary filing and is being made for informational purposes.

SEE ATTACHED MASTER LEASE AND PURCHASE ORDER NO. 86JJHV21938, CORPORATE PURCHASE ORDER NO. 978-A-08464.

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of ~~XXXXXX~~ Lessee

by: 
Signature of ~~XXXXXX~~ Lessor
John R. Chasteen, Vice-President

Secretary of State Copy

RIEGLER PRESS, FLINT, MICH.

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BOOK 516 PAGE 227

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#410)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	BE4	4	Direct Access Storage	N7934,N8396 N8379,N8398

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE:

The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21938/978-A-08464 dated April 9, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

BOOK 516 PAGE 228

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#410)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	BE4	4	Direct Access Storage	N7934,N8396 N8379,N8398

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JHV21938/978-A-08464 dated April 9, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

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MASTER LEASE AGREEMENT

This Lease Agreement is made the 28th day of August, 1986.

Lessor:

Lessee:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

- (a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.
- (b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

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TERM OF LEASE:

- (a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").
- (b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

- (a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.
- (b) Any payment past due hereunder for more than fifteen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

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to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportation via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

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CONFIDENTIAL

MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

- (a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

- (b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.
- (c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

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affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

- (d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

- (a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.
- (b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.
- (c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

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force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith. Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

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IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

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DEFAULT AND REMEDIES:

- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.
- (b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

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event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

- (c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.
- (d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

- (a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.
- (b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.
- (c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).
- (e) Section headings are for convenience only and shall not be construed as part of this Lease.
- (f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.
- (g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.
- (h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

BOOK 516 PAGE 239

ORIGINAL

(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor _____ Lessee _____

"DUPLICATE ORIGINAL"

Lessor J.R.C. Lessee J.A.P.

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:
 FIRST NATIONAL CAPITAL CORPORATION
 By: J.P. R. [Signature]
 Title: VICE PRESIDENT
 Date: August 28, 1986

Accepted by:
 WESTINGHOUSE ELECTRIC CORPORATION
 By: [Signature]
 Title: J. A. Pickett, Manager
 Computer Systems Acquisition
 Date: August 28, 1986

APPROVED
 ADDENDUM ATTACHED
[Signature]
 LAW DEPT.



ORIGINAL

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

PURCHASE ORDER NO. 86JJHV21929

INVOICE IN DUPLICATE - INCLUDE D.U.N.S. NO.
ON INVOICE TO FACILITATE PAYMENT.

P.O. DATE 03/31/87

CHANGE NOTICE NO. - - -

C/N DATE AGREEMENT

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNAWELL - MS 1207

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

P USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

516

239 - A

- 1. TERMS: Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
- 2. TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller, (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller, (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

ATTACHED ACKNOWLEDGMENT
MUST BE SIGNED
AND RETURNED PROMPTLY

F 48032E

REORDER FROM: WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

ORIGINAL

Schedule A
for
Purchase Order No. 86JJHV21929
978-A-08419

- 1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:
- 2.0 Equipment to be Ordered: This order is issued for the lease of IBM DASD equipment as detailed on the attached Configuration Sheet.
- 3.0 Monthly Charge: \$12,129.76
- 4.0 Date Equipment Requested: 04/03/87
- 5.0 Term: Three (3) years for 3380-AD4 and 3380-BD4
Four (4) years for 3380-BE4

516 239 - B

ORIGINAL

C O N F I G U R A T I O N S H E E T 03/31/87 PAGE 1
 DEFENSE & ELECTRONICS SYS CO
 PO TYPE H HARDWARE
 P.O. 86JJHV21929
 (978-A-08419) FNC
 C/N 000
 1ST NATIONAL CAPITAL CORP.
 LOC 3 1 01

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
 CAMP MEADE ROAD, BWI AIRPORT
 BALTIMORE, MD 21240
 ATTN:

LO MFR	EQ	I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL IBM	*	B	3380	BE4 32PCKY	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
BL IBM	*	B	3380	AD4 55NLQV	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,658.63	0
BL IBM	*	B	3380	AD4 55NLQW	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,658.63	0
BL IBM	*	B	3380	BD4 55NLQX	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,203.89	0
BL IBM	*	B	3380	BD4 55NLQY	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,203.89	0
BL IBM	*	B	3380	BE4 55NLQZ	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
BL IBM	*	B	3380	BE4 55NLRB	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
BL IBM	*	B	3380	BE4 55NLRC	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
TOTAL									\$12,129.76	

519 239-C
 TOTAL \$12,129.76



ORIGINAL

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO.
ON INVOICE TO FACILITATE PAYMENT.

Show Purchase Order No. on all invoices and correspondence.

PURCHASE ORDER NO.	86JJHV21929	P.O. DATE	03/31/87	CHANGE NOTICE NO.	001	C/N DATE	04/09/87
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978-A-08419

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
 CAMP MEADE ROAD, BWI AIRPORT
 BALTIMORE, MD 21240
 ATTN: J BROWNAWELL - MS 1207

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
 BALTIMORE, MD 21203
 ATTN: W S PEASE - MS 4860

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
 P O BOX 392
 BALT/WASH INT'L AIRPORT
 BALTIMORE, MD 21203
 ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
 FOB TERMS: PER AGREEMENT
 FREIGHT TERMS: PER AGREEMENT

ADDITIONAL INVOICING INSTRUCTIONS:
 IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

P USLEBER
 1ST NATIONAL CAPITAL CORP.
 1100 NORTH WOODWARD AVENUE
 SUITE 214
 BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. Pickett
 J. A. PICKETT, MANAGER
 COMPUTER SYSTEMS ACQUISITION
 (412) 778-5367

ATTACHED ACKNOWLEDGMENT

MUST BE SIGNED AND RETURNED PROMPTLY

1. TERMS: Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
 2. TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

F 48032E

REORDER FROM: WESTINGHOUSE PRINTING DIVISION, TRAFFORD, PA 15085

ORIGINAL

Schedule A
for
Purchase Order No. 86JJHV21929, Change Notice No. 001
978-A-08419

- 1.0 Scope: Refer to the above referenced order and modify it in accordance with the terms and conditions below:
- 2.0 Equipment Modifications: This change notice is issued to delete four (4) 3380-BE4 Direct Access Storage Devices from this order and modify the prices on two 3380's as detailed on the attached Schedule B. NOTE: The deleted units are now being covered on Purchase Order No. 86JJHV21938, Corporate Purchase Order No. 978-A-08464.
- 3.0 Net Monthly Decrease to this Order: \$6,352.16 Revised Monthly Charge: \$5,777.60 *gms*
- 4.0 Effective Date: Immediately
- 5.0 Initial Term: 36 Months from the Commencement Date
- 6.0 The preprinted terms and conditions appearing on the front and the back of the Purchase Order shall not apply to this Lease transaction.
- 7.0 a. For the purpose of this Purchase Order only, the Commencement Date shall be defined as (I) if the Installation Date for all Equipment or for the last Unit of Equipment falls on the first day of the month, that date, or (II) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.
- b. For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.
- c. For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the Configuration Sheet dated March 31, 1987 attached to this Purchase Order for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

Initial: Lessee: *J. A. Pickett*
J. A. Pickett, Manager
Computer Systems Acquisition

Lessor: *J. A. Pickett*

NAWA 23

516 239 - E

ORIGINAL

S C H E D U L E B

04/09/87

PAGE 1

P.O. 86JHV21929
(978-A-08419) FNC
C/N 001

DEFENSE & ELECTRONICS SYS CO

1ST NATIONAL CAPITAL CORP.
LOC 3 1 01 BL

PO TYPE H HARDWARE

DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

ATTN:

MFG	EQ	I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN	BT	SHIP OR EFFECTIVE DATE	MONTHLY	ST
DLET	IBM	B	3380	BE4 32PCKY	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
CHG	IBM	B	3380	AD4 55NLQW	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,689.08	0
CHG	IBM	B	3380	BD4 55NLQY	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,226.00	0
DLET	IBM	B	3380	BE4 55NLQZ	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
DLET	IBM	B	3380	BE4 55NLRB	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
DLET	IBM	B	3380	BE4 55NLRG	DIRECT ACCESS STORAGE	L	48	04/03/87	\$1,601.18	0
									AMT ADDED	\$0.00
									AMT DELETED	\$6,404.72

516 239-F

ORIGINAL

C O N F I G U R A T I O N S H E E T 04/09/87 PAGE 1
 DEFENSE & ELECTRONICS SYS CO
 PO TYPE H HARDWARE

P.O. 86JJHV21929
 (978-A-08419) FNC
 C/N 001

1ST NATIONAL CAPITAL CORP.
 LOC 3 1 01

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
 CAMP MEADE ROAD, BWI AIRPORT
 BALTIMORE, MD 21240

ATTN:

LO MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL IBM	B	3380	AD4 55NLQV	(COMMENT)	L	36	04/03/87	\$1,658.63	0
BL IBM	* B	3380	AD4 55NLQW	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,689.08	0
BL IBM	B	3380	BD4 55NLQX	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,203.89	0
BL IBM	* B	3380	BD4 55NLQY	DIRECT ACCESS STORAGE	L	36	04/03/87	\$1,226.00	0
TOTAL								\$5,777.60	

TOTAL \$5,777.60

516 239 - G

516 239 - H DUPLICATE

Page 1 of 1

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21929 dated March 31, 1987, to the Master Lease Agreement between First National Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

FAIR MARKET VALUE RENEWAL OPTION

Lessee will have the option to renew any Schedule beyond the Initial Term on the following terms and conditions:

- (a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.
- (b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.
- (c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.
- (d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: J. A. Pickett
Title: J. A. Pickett, Manager
Computer Systems Acquisition
Date: May 1, 1987

FIRST NATIONAL CAPITAL CORPORATION
(Lessor)

By: [Signature]
Title: Vice President
Date: 4/22/87

mvm

44

Westinghouse Electric Corporation
Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160 Pittsburgh, PA 15230-0160

INVOICE TO FACILITATE PAYMENT
Show Purchase Order No. on all invoices and correspondence

AGREEMENT
PURCHASE ORDER
P.O. DATE
CHANGE NOTICE NO.

86JJHV21929 03/31/87 001 04/09/87

978-A-08419

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNWELL - MS 1207

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR:

3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

**PLEASE SIGN AND
RETURN PROMPTLY**

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY:

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

518 239 - J

TERMS: Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
FAST ORIGINATOR CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Freight from your invoice, any initial transportation costs, to be paid by the Buyer who is responsible to Seller. (c) Seller to allow 60 days to be repaid from payment bill to insure when prepay costs are chargeable to Buyer.
ACKNOWLEDGMENT

ACKNOWLEDGED & ACCEPTED BY
J. A. Pickett 11/20/87
DATE

DUPLICATE

CERTIFICATE OF ACCEPTANCE
For Purchase Order No. 86JJHV21929 dated March 31, 1987
to Master Lease Agreement dated August 28, 1986
between First National Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

Page 1 of 1

516 239-K

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21929 dated March 31, 1987, to the Master Lease Agreement dated as of August 28, 1986, between First National Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation

Status: New Equipment

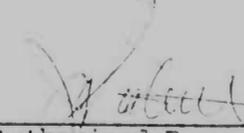
<u>Qty.</u>	<u>Type</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	3380	AD4	Direct Access Storage	B5450
1	3380	AD4	Direct Access Storage	B5454
1	3380	BD4	Direct Access Storage	G2467
1	3380	BD4	Direct Access Storage	G2669

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road, BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: Baltimore, MD 21240

DATE ACCEPTED: May 1, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.



Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION

(Lessee)

J. A. Pickett, Manager
Computer Systems Acquisition

200100

800 516 PAGE 240

18 <i>18</i>		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. Debtor(s) Last name first, address(es) Soc. Sec. No. - Tax ID No. Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3. Secured Party(ies) and address(es) McDonnell Douglas Capital Corporation 1100 N. Woodward #214 Birmingham, MI. 48011		RECORDED FEE 77.00 REGISTERED 0345 801 71127 JA 06/19/87
4. Name and address(es) of assignee(s) (if any) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		

7. This financing statement covers the following types (or items) of property:

This is a precautionary filing and is being made for informational purposes.
"NOT SUBJECT TO RECORDATION TAX"

SEE ATTACHED ADDENDUM A - EQUIPMENT LIST. (L#445)

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of Debtor(s)

by *John R. Chasteen*
(Signature of Secured Party or Assignee of Record)
Vice President
John R. Chasteen

RIEGLER PRESS, FLINT, MICH.

Secretary of State Copy

7700

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#445)

ADDENDUM A

EQUIPMENT LIST

BOOK 516 PAGE 241

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3480	A22	1	Tape Control Unit	19439
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
	3211	1	Control Unit	N/A
3480	B22	1	Tape Control Unit	19497
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
3480	B22	8	Magnetic Tape Unit	81307,81308, 81309,81310, 81311,81312, 81313,81314
	2511	8	Automatic Cartridge Loader	N/A

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21930/978-A-08420 dated March 31, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation

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ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3480	A22	1	Tape Control Unit	19439
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
	3211	1	Control Unit	N/A
3480	B22	1	Tape Control Unit	19497
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
3480	B22	8	Magnetic Tape Unit	81307,81308, 81309,81310, 81311,81312, 81313,81314
	2511	8	Automatic Cartridge Loader	N/A

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21930/978-A-08420 dated March 31, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

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DUPLICATE

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MASTER LEASE AGREEMENT

This Lease Agreement is made the 28th day of August, 1986.

Lessor:

Lessee:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

- (a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.
- (b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

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TERM OF LEASE:

- (a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").
- (b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

- (a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.
- (b) Any payment past due hereunder for more than fifteen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

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to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportation via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, theft or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

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MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

(a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

(b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.

(c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

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affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

- (d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

- (a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.
- (b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.
- (c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

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force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith. Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

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IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

DEFAULT AND REMEDIES:

- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.
- (b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

COPY

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

- (c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.
- (d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

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such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

- (a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.
- (b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.
- (c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).
- (e) Section headings are for convenience only and shall not be construed as part of this Lease.
- (f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.
- (g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.
- (h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

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ORIGINAL COPY

(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor _____ Lessee _____

"DUPLICATE ORIGINAL"

Lessor JAC Lessee J

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:
 FIRST NATIONAL CAPITAL CORPORATION
 By: [Signature]
 Title: VICE PRESIDENT
 Date: August 28, 1986

Accepted by:
 WESTINGHOUSE ELECTRIC CORPORATION
 By: [Signature]
 Title: J./A. Pickett, Manager
 Computer Systems Acquisition
 Date: August 28, 1986

APPROVED
 ADDENDUM ATTACHED
[Signature]
 LAW DEPT.

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D.U.N.S NO.
ON INVOICE TO FACILITATE PAYMENT.

Show Purchase Order No. on all invoices and correspondence.

PURCHASE ORDER NO.

86JJHV21930

P.O. DATE

03/31/87

CHANGE NOTICE NO.

002

C/N DATE

06/08/87

AGREEMENT

ORIGINAL

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

978-A-08420

SHIP TO:

N/A

LEASE: CONTROL & MAG TAPE UNITS

THIS ORDER ISSUED FOR:

3 1 01 BL

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION

P O BOX 392

BALT/WASH INT'L AIRPORT

BALTIMORE MD 21203

ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT

FOB TERMS: PER AGREEMENT

FREIGHT TERMS: PER AGREEMENT

DEFENSE & ELECTRONICS SYS CO
BALTIMORE MD 21203

ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

P USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT - MANAGER
COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

1. TERMS. Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.

2. TRANSPORTATION CHARGE. (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

B F 48032E

ATTACHED ACKNOWLEDGMENT
MUST BE SIGNED
AND RETURNED PROMPTLY

ORIGINAL

C O N F I G U R A T I O N S H E E T 06/08/87 PAGE 1
DEFENSE & ELECTRONICS SYS CO

P.O. 86JJHV21930 FNC
(978-A-08420) C/N 002
1ST NATIONAL CAPITAL CORP.
LOC 3 1 01

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

ATTN:

PO TYPE H HARDWARE

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COPY

LO MFR	EQ	I.D.	MODEL	SERIAL	DESCRIPTION	FIN	BT	COMMIT. DATE	MONTHLY	ST
BL IBM	*	B	3480	A22	TAPE CONTROL UNIT	L	60	05/17/92	\$1,155.86	I
BL IBM	*	B		1511	(COMMENT)	L	60	05/17/92	\$0.00	I
BL IBM	*	B		1512	CHANNEL ATTACH - FIRST	L	60	05/17/92	\$0.00	I
BL IBM	*	B		3211	CHANNEL ATTACH - SECOND	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	A22	CONTROL UNIT COUPLER	L	60	05/17/92	\$0.00	I
BL IBM	*	B		1511	TAPE CONTROL UNIT	L	60	05/17/92	\$1,216.57	I
BL IBM	*	B		1512	CHANNEL ATTACH - FIRST	L	60	05/17/92	\$0.00	I
BL IBM	*	B		1512	CHANNEL ATTACH - SECOND	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
BL IBM	*	B	3480	B22	MAGNETIC TAPE UNIT	L	60	05/17/92	\$780.87	I
BL IBM	*	B		2511	AUTOMATIC CARTRIDGE LOADR	L	60	05/17/92	\$0.00	I
									TOTAL	
									\$8,619.39	

TOTAL \$8,619.39

ORIGINAL

Schedule A
for
Purchase Order No. 86JJIV21930, Change Notice No. 002
978-A-08420

- 1.0 Scope: Refer to the above referenced order and modify it in accordance with the terms and conditions below:
- 2.0 Lease Term and Price Modifications: This change notice is issued to change the lease term and adjust the rates of the equipment detailed on the attached Configuration Sheet.
- 3.0 Revised Monthly Charge: \$8,619.39
- 4.0 Effective Date: 05/18/87
- 5.0 Initial Term: Sixty (60) months from the Commencement Date.
- 6.0 The preprinted terms and conditions appearing on the front and the back of the Purchase Order shall not apply to this Lease transaction.
- 7.0 a. For the purpose of this Purchase Order only, the Commencement Date shall be defined as (i) if the Installation Date for all Equipment or for the last Unit of Equipment falls on the first day of the month, that date, or (ii) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.
- b. For the purpose of this Purchase order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.

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Initial: Lessee



Lessor



(continued on next page)

COPY

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c. For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the attached Configuration Sheet for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

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COPY

Initial:

Lessee *[Signature]*

Lessor *[Signature]*

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21930 dated March 31, 1987, to the Master Lease Agreement between First National Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

FAIR MARKET VALUE RENEWAL OPTION

Lessee will have the option to renew any Schedule beyond the Initial Term on the following terms and conditions:

- (a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.
- (b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.
- (c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.
- (d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: J. A. Pickett
Title: Computer Systems Acquisition
Date: June 8, 1987

FIRST NATIONAL CAPITAL CORPORATION
(Lessor)

By: J. R. Christian
Title: Vice President
Date: 4/20/87
mmc

CERTIFICATE OF ACCEPTANCE

ORIGINAL

For Purchase Order No. 86JJHV21930 dated March 31, 1987
to Master Lease Agreement dated August 28, 1986
between First National Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

Page 1 of 1

800 516

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21930 dated March 31, 1987, to the Master Lease Agreement dated as of August 28, 1986, between First National Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation

Status: New Equipment

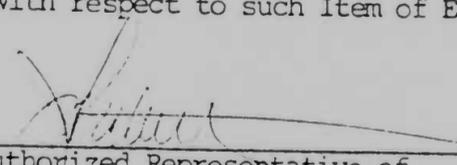
Qty.	Type	Model	Description	Serial Number
1	3480	A22	Tape Control Unit	19439
1		1511	Channel Attach - First	N/A
1		1512	Channel Attach - Second	N/A
1		3211	Control Unit Coupler	N/A
1	3480	A22	Tape Control Unit	19497
1		1511	Channel Attach - First	N/A
1		1512	Channel Attach - Second	N/A
8	3480	B22	Magnetic Tape Unit	81307 81310 81313 81308 81311 81314 81309 81312
8		2511	Automatic Cartridge Loader	N/A

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road, BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road, BWI Airport
Baltimore, MD 21240

DATE ACCEPTED: 05/18/87

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.


Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

J. A. Pickett, Manager
Computer Systems Acquisition

200107

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1. No. of additional sheets 18	State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. Debtor's Last name first, address(es) Soc Sec No. - Tax ID No. Lessee: Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3. Secured Party's name and address(es) Lessor: McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011	RECORD FEE 77.00 #001760 0345 R01 T11:26 JA 08/19/87
4. Name and address(es) of assignee(s) (if any) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

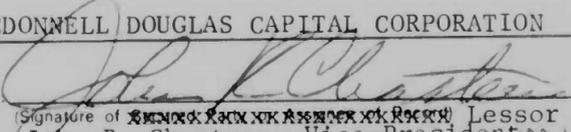
7. This financing statement covers the following types (or items) of property:
 This is a precautionary filing and is being made for informational purposes.
 SEE ATTACHED MASTER LEASE AND PURCHASE ORDER NO. 86JJHV21963, CORPORATE PURCHASE ORDER NO. 978-A-08648.

Lease:461 CNTY:Independent City

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of ~~XXXXXX~~ Lessee

by  Signature of ~~XXXXXXXXXXXXXXXXXXXX~~ Lessor
John R. Chasteen, Vice-President *mmB*

Secretary of State Cop *77 00*

RIEGLE PRESS, FLINT, MICH.

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation

(L#461)
BOOK 516 PAGE 261

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AD4	1	Direct Access Storage	B5699
3380	BD4	1	Direct Access Storage	G2875

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE:

The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21963/978-A-08648 dated June 1, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

Attachment to UCC-1 between Westinghouse Electric Corporation and
 McDonnell Douglas Capital Corporation (L#461)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AD4	1	Direct Access Storage	B5699
3380	BD4	1	Direct Access Storage	G2875

Location of Equipment: Westinghouse Electric Corporation
 Camp Meade Road
 BWI Airport
 Baltimore, MD 21240

NOTICE:

The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JHV21963/978-A-08648 dated June 1, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

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MASTER LEASE AGREEMENT

This Lease Agreement is made the 28th day of August, 1986.

Lessor:

Lessee:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

- (a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.
- (b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

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TERM OF LEASE:

- (a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").
- (b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

- (a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.
- (b) Any payment past due hereunder for more than fifteen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

DUPLICATE
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to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportation via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

(a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

(b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.

(c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

- (d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

- (a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.
- (b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.
- (c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith. Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

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ORIGINAL

IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

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DEFAULT AND REMEDIES:

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- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.
- (b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

- (c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.
- (d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

- (a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.
- (b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.
- (c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).
- (e) Section headings are for convenience only and shall not be construed as part of this Lease.
- (f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.
- (g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.
- (h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

ORIGINAL

BOOK 516 PAGE 273

(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"

Lessor _____ Lessee _____

"DUPLICATE ORIGINAL"

Lessor *[Signature]* Lessee *[Signature]*

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:

FIRST NATIONAL CAPITAL CORPORATION

By: *[Signature]*

Title: VICE PRESIDENT

Date: August 28, 1986

Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: *[Signature]*

Title: J. A. Pickett, Manager
Computer Systems Acquisition

Date: August 28, 1986

APPROVED

ADDENDUM ATTACHED

[Signature]

LAW DEPT.

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D-U-N-S NO.
ON INVOICE TO FACILITATE PAYMENT.

Show Purchase Order No. on all invoices and correspondence.

PURCHASE ORDER NO. 86JJHV21963

P.O. DATE 06/01/87

CHARGE NOTICE NO. - - - -

C/N DATE

AGREEMENT

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

ORIGINAL



978-A-08648

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNWELL - MS 1207

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR: 3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE MD 21203
ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

P USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

B

F 48032E

- 1 TERMS: Subject to terms and conditions printed on the back and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto.
- 2 TRANSPORTATION CHARGE: (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

VENDOR'S COPY

ATTACHED ACKNOWLEDGMENT
MUST BE SIGNED
AND RETURNED PROMPTLY

BOOK 516 PAGE 274

ORIGINAL

Schedule A
for
Purchase Order No. 86JJHV21963
978-A-08648

BOOK 516 PAGE 275

- 1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:
- 2.0 Equipment to be Ordered: This order is issued for the lease of IBM Direct Access Storage Devices as detailed on the attached Configuration Sheet.
- 3.0 Monthly Charge: \$2,920.50
- 4.0 Date Equipment Requested: 06/15/87
- 5.0 Initial Term: 36 Months from the Commencement Date
- 6.0 Administrative Instructions:
- 6.1 The preprinted terms and conditions appearing on the front and back of the Purchase Order shall not apply to this Lease transaction.
- 6.2 For the purpose of this Purchase Order only, the Commencement Date shall ^{falls} be defined as (i) if the Installation Date for all Equipment or for the last Unit of Equipment ~~falls~~ on the first day of the month, that date, or (ii) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.
- 6.3 For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.
- 6.4 For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the attached Configuration Sheet for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

Initial: Lessee

Lessor



ORIGINAL

C O N F I G U R A T I O N S H E E T 06/01/87 PAGE 1

P.O. 86JJHV21963
(978-A-08648) FNC
C/N 000

1ST NATIONAL CAPITAL CORP.
LOC 3 1 01

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240

PO TYPE H HARDWARE

LO MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN BT	COMMIT. DATE	MONTHLY	ST
BL IBM * B	3380		AD4 60FWLT	DIRECT ACCESS STORAGE	L 36	06/15/87	\$1,692.22	0
BL IBM * B	3380		BD4 60FWLW	DIRECT ACCESS STORAGE	L 36	06/15/87	\$1,228.28	0
						TOTAL	\$2,920.50	

TOTAL \$2,920.50

PURCHASE ORDER

INVOICE IN DUPLICATE - INCLUDE D-U-M-S NO. ON INVOICE TO FACILITATE PAYMENT.

Show Purchase Order No. on all invoices and correspondence.

PURCHASE ORDER NO.

P. O. DATE

CHARGE NOTICE NO.

C/N DATE

AGREEMENT

86JJHV21963

06/01/87

978-A-08648

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNWELL - MS 1207

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

VENDOR NAME AND ADDRESS:

USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

FNC

C

F 48032E

1 TERMS Subject to terms and conditions printed on the back, and to specifications, drawings and additional terms and conditions referred to herein and/or attached hereto
2 TRANSPORTATION CHARGE (a) Ship collect when transportation charges are chargeable to Buyer. Prepay transportation charges when chargeable to Seller. (b) Deduct from your invoice any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

ACKNOWLEDGMENT

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P O Box 160 Pittsburgh, PA 15230-0160

ORIGINAL



LEASE: DAD EQUIPMENT

THIS ORDER ISSUED FOR:

3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE MD 21203
ATTN: W S PEASE - MS 4860

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS WELL AS THE SERIAL NUMBER FOR EACH INSTALLED DEVICE, BE SENT DIRECTLY TO WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

ACKNOWLEDGED AND ACCEPTED BY
PLEASE SIGN AND RETURN TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER
PROPERTY

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION

(412) 778-5367

ACKNOWLEDGED AND ACCEPTED BY

SIGNED FOR SUPPLIER

DATE

BOOK 516 PAGE 277

ORIGINAL

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21963 (978-A-08648) dated June 1, 1987, to the Master Lease Agreement between First National Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

BOOK 516 PAGE 278

FAIR MARKET VALUE RENEWAL OPTION

Lessee will have the option to renew any Schedule beyond the Initial Term on the following terms and conditions:

- (a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.
- (b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.
- (c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.
- (d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: J. A. Pickett
Title: J. A. Pickett, Manager
Date: July 1, 1987
Title: Computer Systems Acquisition

FIRST NATIONAL CAPITAL CORPORATION
(Lessor)

By: [Signature]
Title: Vice President
Date: 6/9/87

MMB

BOOK 516 PAGE 279

ORIGINAL

CERTIFICATE OF ACCEPTANCE

For Purchase Order No. 86JJHV21963 (978-A-08648) dated June 1, 1987
to Master Lease Agreement dated August 28, 1986
between First National Capital Corporation as
Lessor and Westinghouse Electric Corporation as Lessee

Page 1 of 1

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21963 (978-A-08648) dated June 1, 1987, to the Master Lease Agreement dated as of August 28, 1986, between First National Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation

Status: New Equipment

<u>Qty.</u>	<u>Type</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
1	3380	AD4	Direct Access Storage	B5699
1	3380	ED4	Direct Access Storage	G2875

ORIGINAL INSTALLATION SITE:

Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED:

(Same as above)

DATE ACCEPTED:

June 11, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.


Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

J. A. Pickett, Manager
Computer Systems Acquisition

200100

1. No. of additional sheets 17		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. XXXXXX Last name first, address(es) Soc. Sec. No. - Tax ID No. Lessee: Westinghouse Electric Corporation Route 22/30 & McKee Road Oakdale, PA 15071	3. XXXXXX Party or parties and address(es) Lessor: McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011		
4. Name and address(es) of assignee(s) (if any) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		RECORD FEE 77.00 #001770 0345 R01 111429 JA 08/19/87

7. This financing statement covers the following types (or items) of property:

This is a precautionary filing and is being made for informational purposes.

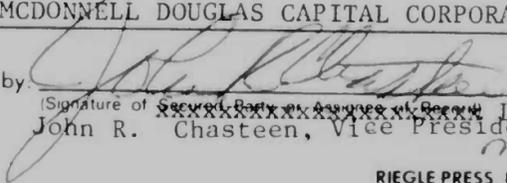
SEE ATTACHED MASTER LEASE AND PURCHASE ORDER NO. 86JJHV21964, CORPORATE PURCHASE ORDER NO. 978-A-08649.

Lease:462 CNTY:INdependent City

WESTINGHOUSE ELECTRIC CORPORATION

MCDONNELL DOUGLAS CAPITAL CORPORATION

Signature(s) of ~~XXXXXX~~ Lessee

by 
(Signature of ~~XXXXXX~~ Assignee of ~~XXXXXX~~ Lessor
John R. Chasteen, Vice President

Secretary of State Copy

77.00

RIEGLE PRESS, FLINT, MICH.

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#462)

BOOK 516 PAGE 281

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	EE4	2	Direct Access Storage Device	N9713,N9734

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
EWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21964/978-A-08649 dated June 1, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

Attachment to UCC-1 between Westinghouse Electric Corporation and
McDonnell Douglas Capital Corporation (L#462)

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation

Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	BE4	2	Direct Access Storage Device	N9713,N9734

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

NOTICE: The Equipment described herein is being leased by the party named herein as "Secured Party" to the party named herein as "Debtor" pursuant to a Master Lease Agreement dated as of August 28, 1986 between McDonnell Douglas Capital Corporation as Lessor by assignment from First National Capital Corporation and Westinghouse Electric Corporation as Lessee, and which Equipment is listed on Purchase Order No. 86JJHV21964/978-A-08649 dated June 1, 1987 to the above-referenced Lease. Neither the execution nor the filing of this financing statement should in any manner imply that the relationship between Debtor and Secured Party is other than as Lessee and Lessor, respectively. This financing statement is filed solely as a precautionary measure to protect the interests of the parties in the event of contrary assertions by any other person.

Nothing contained in this financing statement shall be construed to give the Debtor any right to sell or otherwise dispose of the Collateral.

DUPLICATE
ORIGINAL

MASTER LEASE AGREEMENT

BOOK 516 PAGE 283

This Lease Agreement is made the 28th day of August, 1986.

Lessor:

Lessee:

First National Capital Corporation
1100 North Woodward Ave.
Birmingham, MI 48011

Westinghouse Electric Corporation
Route 22/30 & McKee Road
Oakdale, PA 15071

The Parties hereto, desiring legally to be bound, hereby do agree as follows:

LEASE:

Subject to the terms and conditions hereinafter set forth Lessor shall lease to Lessee and Lessee shall hire from Lessor, the units of personal property (hereinafter collectively referred to as the "Equipment" and individually as a "Unit") described in the Schedule(s) or Purchase Order(s) of Equipment attached hereto. Any reference to "Lease" shall mean this Lease Agreement, the Schedule(s) of Equipment and all additional Schedule(s), Attachment(s), Purchase Order(s) and Supplement(s) hereto and thereto, if any.

No Equipment shall be provided for use to Lessee by virtue of this Agreement alone. Lessee shall issue a Purchase Order to Lessor designating the Equipment type, monthly rental charge, required delivery date, invoicing and delivery addresses, the initial term of the Lease and any other special terms and conditions not provided for in the Equipment Lease Agreement. Such Purchase Order shall incorporate this Agreement specifically by reference.

DEFINITIONS:

- (a) "Installation Date" shall mean the date designated as such in the Schedule of Equipment. The Installation Date shall mean the date the Equipment is installed at the designated location, ready for use, accepted for maintenance by the Maintenance Vendor and accepted by Lessee which acceptance shall not be unreasonably delayed for reasons beyond the control of Lessor.
- (b) "Commencement Date" shall mean as to any Unit designated on any Schedule of Equipment, where the Installation Date for such Unit falls on the first day of the month, that date, or where it falls on any other date, the first day of the month following such Installation Date.

DUPLICATE
ORIGINAL

TERM OF LEASE:

BOOK 516 PAGE 284

- (a) The term of this Lease as to any Unit designated on any Schedule of Equipment or Purchase order, shall commence on the Commencement Date for such Unit, and shall continue for such number of months thereafter as specified in the appropriate Schedule(s) of Equipment or Purchase Order(s) ("The Initial Term").
- (b) This Lease may be terminated at the expiration of the Initial Term, or any time thereafter, by written notice of termination given by either party to the other not less than three (3) months prior to the date of termination designated in such notice which date shall be the last day of a calendar month. Lessor may not terminate this Lease provided that Lessee is actively using, maintaining, storing, possessing or operating the Equipment and is not in default hereunder.

RENTAL:

- (a) As to all Equipment, the rental payable by Lessee to Lessor will be as set forth in the applicable Schedule(s) of Equipment or Purchase Order(s). Rental shall begin on the Installation Date and shall be due and payable in immediately available funds in advance on the first day of each month during the term hereof or any extensions hereunder. If the Installation Date does not fall on the first day of a month, the first rental payment shall be pro a rata portion of the monthly rental, calculated on a 30-day month basis, and shall be due and payable on such Installation Date.
- (b) Any payment past due hereunder for more than fifteen (15) days shall be payable on demand with interest computed from the day payment was due at the rate of 1.5% per month, or if such rate shall exceed the maximum rate of interest allowed by law, then at such maximum rate.

TAXES:

Lessee will pay any sales, use, privilege, property or excise taxes, however designated, excluding any tax on Lessor's income. Lessor shall not pay and/or bill to Lessee any taxes for which Lessee is responsible without first giving Lessee an opportunity to review and/or contest the tax before payment is made. All expenses, charges and penalties associated with such review or contest shall be Lessee's responsibility.

NET LEASE:

Except as provided herein to the contrary, this Lease is a net lease. Lessee's agreement to pay all obligations hereunder, including but not limited

DUPLICATE
ORIGINAL
BOOK 516 PAGE 285

to rental installments, shall be absolute and unconditional. Lessee's obligations shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment whatsoever. Except as may be otherwise expressly provided herein, the Lease shall not terminate, nor shall the respective obligations of Lessor or Lessee be affected, by reason of any defect in or damage to, or any loss or destruction of, the Equipment or any Unit thereof from any cause whatsoever, or the interference with the use thereof by any private person, corporation or governmental authority, or as a result of any war, riot, insurrection or Act of God. It is the express intention of the Lessor and Lessee that all rent payable by Lessee hereunder shall be, and continue to be, payable in all events throughout the term hereof.

TRANSPORTATION:

The Equipment will be delivered by the manufacturer or other supplier chosen by the Lessee, to Lessee, at such place as Lessee specifies. Lessee agrees that Lessor shall not be responsible for the delivery, rigging and drayage, installation, maintenance, operation or service of the Equipment. Transportation charges for delivery of Equipment to Lessee's loading dock shall be the responsibility of the party as shown on the applicable Equipment Schedule or Purchase Order. Upon delivery at Lessee's loading dock, or at such other reasonable time as agreed between Lessee and the manufacturer or supplier, the Equipment will be at the risk of Lessee. The Equipment will remain at the risk of Lessee throughout the Initial Term of the Lease and any extensions or renewals thereof. Upon termination of the Initial Term of the Lease or any extension thereof Lessee will have the Equipment deinstalled and packed for shipment and will hold the Equipment for Lessor to pick up for a period not to exceed 30 days. Lessor will arrange for transportation via common carrier, of the Equipment from Lessee's loading dock to a location determined by Lessor. Lessee will pay for the return transportation provided such return transportation cost does not exceed the standard published rates for the distance from Lessor to the then existing Equipment location. Lessee will bear the risk of damage from fire, the elements or otherwise until the Equipment is picked up by Lessor as described above.

ELECTRIC POWER:

Lessee, at its own expense, will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the Manufacturer.

SUPPLIES:

Any Equipment, cards, disks, tape, paper or other items and supplies not specified in the Equipment Schedule which are used on or in, consumed or required by the Equipment will be provided by Lessee at its own expense.

MAINTENANCE AND REPAIRS:

During the term of this Lease, Lessee shall, at its sole expense, keep the Equipment in good working order and condition and make all necessary adjustments and repairs thereto and replacements thereof. Lessee shall not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer or the Maintenance Organization, the Equipment is not designed or intended. Without limiting the generality of the foregoing, and except as the same may be covered by warranties issued by the manufacturer on any of the Equipment, Lessee shall, during the term of this Lease, at its expense, maintain in full force and effect a contract with the manufacturer or a Maintenance Contractor (the "Maintenance Organization") covering maintenance of the Equipment. Lessee shall furnish Lessor with a copy of such maintenance contract or warranty upon written request. Lessee may choose to maintain the Equipment in a manner other than a maintenance contract e.g. time-and-material repair authorization. Lessee warrants that any Equipment leased hereunder, upon return to Lessor, will be eligible for the manufacturer's maintenance or Lessee will cause (at its expense) such repairs and/or adjustment to be made to make the Equipment so eligible.

OWNERSHIP, ACCESS, ENCUMBRANCES, DAMAGE:

- (a) The Equipment shall, at all times, be the sole and exclusive property of Lessor. Lessee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business at the Location of Installation, or as otherwise provided herein. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessor shall be permitted to display notice of its ownership on each unit of Equipment by means of a suitable stencil, label or plaque affixed thereto.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

- (b) Upon reasonable written notice to Lessee, Lessor or its agents shall have, subject to National and Lessee's Security, free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose pursuant to this Lease.
- (c) Lessee shall keep this Lease and the Equipment free and clear of all liens and encumbrances (except those created by Lessor) and Lessee shall not sublease any of the Equipment without the prior written consent of Lessor, which consent will not be unreasonably withheld, except no consent shall be necessary for a sublease to any of Lessee's subsidiaries or corporate

DUPLICATE
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affiliates, but Lessee shall give Lessor written notice of any change of location of the Equipment in the event that it is moved. No permitted sublease will relieve Lessee of any of its obligations hereunder.

- (d) Lessee shall promptly notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever, including but not limited to, the alleged or apparent improper manufacture, functioning or operation of the Equipment.

QUIET ENJOYMENT:

Lessor warrants that it has the full power and authority to enter into this lease. Notwithstanding any assignment by Lessor, Lessee shall have the uninterrupted right to the quiet possession and exclusive unlimited usage of the Equipment subject to and in accordance with the provisions of this Lease provided that Lessee shall not be in default hereunder.

INSURANCE:

During the term of this Lease, Lessee shall at its sole cost and expense maintain in full force and effect "all risk" extended coverage fire and casualty insurance on the Equipment in an amount not less than the replacement value of the Equipment.

Notwithstanding the foregoing provisions, Lessor acknowledges that Lessee may be self-insured for purposes of this Agreement. Lessee acknowledges and agrees that such self-insurance shall in no way limit or relieve Lessee of its obligations herein.

DAMAGE: DESTRUCTION OR LOSS:

- (a) From and after any Installation Date, Lessee shall be responsible for and hereby assumes the entire risk of loss, damage or destruction with respect to the installed Units resulting from any cause whatsoever other than acts or omissions of Lessor.
- (b) In the event any Units are materially damaged, Lessee shall promptly notify Lessor. If such damaged Unit can be repaired Lessee shall promptly effect the same at its own cost and expense, unless caused by Lessor's acts or omissions.
- (c) Unless caused by Lessor's acts or omissions, if any Unit shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the Maintenance Organization, be rendered permanently unuseable or not economically repairable (any such occurrence hereinafter referred to as an "Event of Loss"), then this Lease shall continue in full

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force and effect without any abatement of rental. Lessee shall immediately notify Lessor of the same and, at Lessee's expense, promptly replace the affected Unit with a like unit, in good condition and otherwise acceptable to Lessor, and having a fair market value equal to that of the replaced Unit prior to its being so affected, free and clear of any liens. Any such replacement unit shall be the property of Lessor and for the purpose of this Lease be deemed to be the Unit which it replaced and thereupon shall be subject to the terms of this Lease.

ENFORCEMENT OF WARRANTIES:

Lessor hereby assigns to Lessee during the term of this lease, so long as Lessee is not in default hereunder, whatever claims and rights including warranty of the unit(s) which Lessor may have against the manufacturer(s) and subcontractor(s) of the manufacturer or any vendors, provided however that Lessee shall indemnify and hold Lessor or its assigns harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities incurred or suffered by Lessor as a result of or incident to any action by Lessee in connection therewith. Lessee will not assert any claim of any nature whatsoever against Lessor based on any of the foregoing matters. To the extent that any claims or rights of Lessor to the unit(s) will not be assigned or made available to Lessee, Lessor will use reasonable efforts at Lessee's cost to enforce such claims or rights, and Lessor agrees that it will not take any action to prejudice any warranties which Lessor may have against the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the unit(s) covered by this lease.

If any such warranty shall be enforceable by Lessee in its own name, Lessee shall, upon receipt of written request from Lessor, so long as this Agreement is in force, take all reasonable action requested by Lessor to enforce any such warranty which is enforceable by Lessee in its own name: provided, however, that Lessee so long as Lessee is not in default hereunder, shall not be obligated to commence any suit or action or resort to litigation to enforce any such warranty unless Lessor shall pay all expenses in connection therewith.

WARRANTIES, DISCLAIMERS:

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR

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DUPLICATE

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PAGE 289

IN CONNECTION WITH LESSEE'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER SO LONG AS SUCH FAILURE DOES NOT ARISE FROM THE ACTS OR OMISSIONS OF LESSOR.

INDEMNIFICATION:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses or disbursements (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents and servants (whether or not also indemnified against by the manufacturer(s) or any other person), in any way relating to or arising out of Lessee's acts or omissions or possession and use of the Equipment or any accidents in connection therewith; provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect to any item of Equipment arising from acts or events which occur after possession of such item of Equipment has been returned to Lessor or loss or liability resulting from the negligence or active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees to indemnify Lessor against any liability, claim, loss, damage or expense of any kind or nature arising in strict liability or caused directly or indirectly by the inadequacy of the Equipment for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or a failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, unless caused by Lessor's acts or omissions.

ALTERATIONS AND ATTACHMENTS:

Upon prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, provided such alterations or attachments do not interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance agreement as required herein or reduce the value of the Equipment. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations and attachments. Upon termination, at the option of Lessee, Lessee shall, at its own expense, remove such alterations and attachments and restore the Equipment to its original condition, reasonable wear and tear excepted. All consents under this provision shall not be unreasonably withheld.

ORIGINAL

DEFAULT AND REMEDIES:

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- (a) The following shall be deemed events of default with respect to an Equipment Schedule or Purchase Order written pursuant to this Lease: (i) Lessee fails to pay any installment or rent or other charge within fifteen (15) days after receipt of written notice of a delinquent payment; (ii) Lessee attempts to remove, sell, transfer, assign, encumber, or sublet any of the Equipment, except as expressly permitted herein; (iii) Lessee fails to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder within thirty (30) days after receipt of written notice of such failure, or, if more than thirty (30) days are reasonably required, Lessee fails to commence to diligently perform such obligations within such thirty (30) days; (iv) Lessee ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated a bankrupt or an insolvent; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action to effect its dissolution or liquidation; (v) within sixty (60) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation such proceedings shall not have been dismissed, or if within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated.
- (b) If any of the foregoing events of default, (but only to the extent of the defaulting Equipment Schedule or Purchase Order), shall take place, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Lease (but only to the extent of the defaulting Equipment Schedule or Purchase Order), as to all or any of the Equipment; (ii) whether or not this Lease is terminated as to all or any of the Equipment, take possession of any or all of the Equipment wherever situated; (iii) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may decide, without any duty to account to Lessee, except as may be required by applicable law; (iv) by written notice to Lessee, declare immediately due and payable all monies to be paid by Lessee during the Initial Term or, if the Initial Term of this Lease has then expired, declare immediately due and payable all monies to be paid during any additional Lease term then in effect, the Lessee shall thereupon be obligated to pay such monies (discounted to the date of payment at the rate of 6.5% per annum) to Lessor immediately. Lessee shall in any

event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including all court costs and reasonable attorney's fees.

- (c) The waiver by Lessor or Lessee of any breach of any obligation of Lessee shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach at the time of acceptance of such rental payments. The rights afforded Lessor under this paragraph shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.
- (d) In the event Lessee shall fail to perform any of its obligations hereunder, then Lessor, in addition to all of its rights and remedies hereunder, may perform the same, but shall not be obligated to do so, at the cost and expense of Lessee. In any such event, Lessee shall promptly reimburse Lessor for any such costs and expenses incurred by Lessor together with interest computed at the rate of 1.5% per month until the date such reimbursement is made; provided, however, that if such rate exceeds the maximum rate of interest allowed by applicable law, then said interest shall be computed at such maximum rate.

ASSIGNMENT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. Lessee, however shall not assign this Agreement or sublet any machine without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Withholding of consent based upon the Lessor's or Assignee's perception of the credit worthiness of the sublessee shall be considered reasonable. Lessee acknowledges that the terms and conditions of this Agreement have been fixed in anticipation of Lessor being able to sell and assign its interest, or grant a security interest, in the Lease and the Equipment, in whole or in part, to a third party(s) (collectively referred to as "Assignee" herein) which Assignee will rely upon and be entitled to the benefit of the provisions of this Agreement. Lessee agrees with Lessor and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to Lessor hereunder directly to such Assignee as directed by it notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement) that Lessee may from time to time have against Lessor. Lessee, nevertheless, reserves its rights to have recourse directly against Lessor on account of any such defense, set-off or counterclaim. Upon such assignment, the Assignee shall be entitled to all the rights, privileges, indemnifications, remedies and protections afforded to Lessor under this Agreement as if named in this Agreement wherever Lessor is named herein. Any

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such assignment shall be subject to Lessee's rights to the use and possession of the Machines so long as Lessee is not in default hereunder. Lessee hereby consents to and will acknowledge any such sale, assignment or grant of security interest as shall be designated by written notice given by Lessor to Lessee substantially in the form of Exhibit A annexed hereto. Lessee hereby agrees to provide to Lessor promptly upon written request therefor an opinion of counsel substantially in the form of of Exhibit B annexed hereto and a Corporate Certificate of Incumbency.

GENERAL:

- (a) This Lease shall not be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Lease shall be deemed to have been made and delivered in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of such Commonwealth.
- (b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment referenced in the Equipment Schedules or Purchase Orders written pursuant to this Lease and no covenant, condition or other term or provision hereof may be waived or modified orally.
- (c) All notices, consents or requests desired or required to be given hereunder may be given electronically, i.e. Telex, facsimile, TWX ..etc.. and promptly thereafter shall be confirmed in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, or overnite courier to the address of the other party set forth on the first page hereof or to such other address as such party shall have designated by proper notice.
- (d) This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns (as may be permitted hereunder).
- (e) Section headings are for convenience only and shall not be construed as part of this Lease.
- (f) Wherever the approval or consent of either party is required hereunder, such approval or consent shall not be unreasonably withheld or delayed.
- (g) In the event of any conflict between the terms of this Lease and the terms of any Equipment Schedule(s), Attachment(s) or Purchase Order(s) hereto or thereto, the terms of such Schedule(s), Attachment(s) or Purchase Order(s) will prevail. The preprinted terms and conditions appearing on the reverse side of the Purchase Order shall not apply to this Agreement.
- (h) Unless otherwise stated herein, Lessor acknowledges that Lessee shall be entitled to claim for federal income tax purposes any applicable Investment Tax Credit (ITC) on the Equipment.

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(i) There shall be only one original of this Lease including any Equipment Schedule(s), Attachment(s) or Purchase Order(s). Such documents shall be marked "original" and all other counterpart documents will be marked "duplicate original." All such markings shall be initialed by Lessor and Lessee as follows:

"ORIGINAL"
Lessor _____ Lessee _____
"DUPLICATE ORIGINAL"
Lessor [Signature] Lessee [Signature]

To the extent that a security interest is created by Lessor utilizing these Lease documents, then such security interest shall be perfected utilizing documents marked "original" only.

Accepted by:

FIRST NATIONAL CAPITAL CORPORATION

By: [Signature]

Title: VICE PRESIDENT

Date: August 28, 1986

Accepted by:

WESTINGHOUSE ELECTRIC CORPORATION

By: [Signature]

Title: J. A. Pickett, Manager
Computer Systems Acquisition

Date: August 28, 1986

APPROVED
 ADDENDUM ATTACHED
[Signature]
LAW DEPT.

PURCHASE ORDER
INVOICE IN DUPLICATE - INCLUDE D.U.N.S. NO.
ON INVOICE TO FACILITATE PAYMENT.
Show Purchase Order No. on all invoices and correspondence.

Westinghouse Electric Corporation

Corporate Systems Integration - Computer Systems Acquisition
P.O. Box 160, Pittsburgh, PA 15230-0160

ORIGINAL



PURCHASE ORDER NO. 86JJHV21964

P.O. DATE 06/01/87

CHANGE NOTICE NO. - - -

AGREEMENT

978-A-08649

SHIP TO:

WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: J BROWNWELL - MS 1207

LEASE: DASD EQUIPMENT

THIS ORDER ISSUED FOR:

3 1 01 BL

DEFENSE & ELECTRONICS SYS CO
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

INVOICE TO:

WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 392
BALT/WASH INT'L AIRPORT
BALTIMORE, MD 21203
ATTN: ACCOUNTS PAYABLE - MS 4950

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER
NO. MUST BE REFERENCED ON ALL INVOICES

ADDITIONAL INVOICING INSTRUCTIONS:
IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE, AS
WELL AS THE SERIAL NUMBER FOR EACH INSTALLED
DEVICE BE SENT DIRECTLY TO: WESTINGHOUSE ELECTRIC
CORPORATION, MANAGER, COMPUTER SYSTEMS ACQUISITION,
P. O. BOX 160, PITTSBURGH, PA 15230

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

PLEASE REFER TO THE ATTACHMENTS
FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: FNC

P USLEBER
1ST NATIONAL CAPITAL CORP.
1100 NORTH WOODWARD AVENUE
SUITE 214
BIRMINGHAM, MI 48011

AUTHORIZED BY

J. A. PICKETT, MANAGER
COMPUTER SYSTEMS ACQUISITION
(412) 778-5367

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- B**
- 1 TERMS: Subject to terms and conditions, printed on the back, and to specifications, drawings and additional terms and conditions referred to here and on attached sheets.
 - 2 TRANSPORTATION CHARGE: When transportation charges are chargeable to Buyer, Prepay transportation charges when chargeable to Seller. For details from you invoice, any partial transportation costs to be paid by the Buyer which are chargeable to Seller. (c) Attach receipted transportation bill to invoice when prepaid costs are chargeable to Buyer.

F 48032E

VENDOR'S COPY

ATTACHED ACKNOWLEDGMENT
MUST BE SIGNED
AND RETURNED PROMPTLY

ORIGINAL

Schedule A
for
Purchase Order No. 86JJHV21964
978-A-08649

- 1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:
- 2.0 Equipment to be Ordered: This order is issued for the lease of IBM Direct Access Storage Devices as detailed on the attached Configuration Sheet.
- 3.0 Monthly Charge: \$3,224.80
- 4.0 Date Equipment Requested: 06/15/87
- 5.0 Initial Term: 48 Months from the Commencement Date
- 6.0 Administrative Instructions:
- 6.1 The preprinted terms and conditions appearing on the front and back of the Purchase Order shall not apply to this Lease transaction.
- 6.2 For the purpose of this Purchase Order only, the Commencement Date shall be defined as (i) if the Installation Date for all Equipment or for the last Unit of Equipment ~~falls~~ ^{falls due} on the first day of the month, that date, or (ii) in any other case the first day of the month following the month in which the Installation Date falls for the last Unit of Equipment.
- 6.3 For the purpose of this Purchase Order only, the Term of the Lease as to any Unit of Equipment designated on this Purchase Order shall commence on the Installation Date for such Unit, and shall continue for such number of months from the Commencement Date as specified in this Purchase Order.
- 6.4 For purposes of this Purchase Order only, daily rental ("Daily Rental") shall accrue for each Unit of Equipment from the Installation Date of such Unit of Equipment until the Commencement Date for all Equipment. For each Unit of Equipment, Daily Rental shall mean an amount equal to one-thirtieth of the monthly rental indicated on the attached Configuration Sheet for such Unit of Equipment. On the Commencement Date, Lessee shall pay all Daily Rental accrued for all Units of Equipment.

Initial: Lessee

Lessor



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C O N F I G U R A T I O N S H E E T 06/02/87 PAGE 1
 P.O. 86JJHV21964
 (978-A-08649) FNC
 C/N 000
 1ST NATIONAL CAPITAL CORP.
 LOC 3 1 01
 DEFENSE & ELECTRONICS SYS CO
 PO TYPE H HARDWARE

INSTALLATION LOCATION: DEFENSE & ELECTRONICS SYS CO
 CAMP MEADE ROAD, BWI AIRPORT
 BALTIMORE, MD 21240
 ATTN:

LO MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION (COMMENT)	FIN BT	COMMIT. DATE	MONTHLY	ST
BL IBM	B	3380	BE4 60FWLY	DIRECT ACCESS STORAGE	L 48	06/15/87	\$1,612.40	O
BL IBM	B	3380	BE4 60FWLZ	DIRECT ACCESS STORAGE	L 48	06/15/87	\$1,612.40	O
TOTAL							\$3,224.80	

TOTAL \$3,224.80

ORIGINAL

This Attachment is appended to and made a part of Purchase Order No. 86JJHV21964 (978-A-08649) dated June 1, 1987, to the Master Lease Agreement between First National Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated August 28, 1986.

FAIR MARKET VALUE RENEWAL OPTION

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Lessee will have the option to renew any Schedule beyond the Initial Term on the following terms and conditions:

- (a) The Lessee shall have the right to renew all, but not less than all, of the Equipment included in such Schedule. The periodic rental fee shall be the Fair Market Rental Value as defined in subparagraph (c) hereof.
- (b) Not less than 90 days prior to the expiration of the Initial Term, or the expiration of subsequent renewal terms, Lessee may indicate its interest in exercising this Renewal Option by written notice to Lessor, which notice shall set forth Lessee's estimate of the Fair Market Rental Value of the Equipment. If, on or before a date 75 days prior to expiration of the Initial Term or any subsequent renewal term, the Lessor and Lessee are unable to agree upon a determination of the Fair Market Rental Value of the Equipment, such Fair Market Rental Value shall be determined in accordance with the appraisal method of subparagraph (d) hereof. After a determination of the Fair Market Rental Value of such Equipment has been made, the Lessee may exercise its option to renew such Equipment at the Fair Market Rental Value by delivering written notice of such exercise to the Lessor not less than 30 days prior to the expiration of the Initial Term or subsequent renewal term. Upon receipt by Lessor of Lessee's written notice that Lessee is exercising its option, such notice shall be irrevocable and all of Lessee's obligations under the Lease shall be renewed and shall remain in effect through the expiration of the renewal term.
- (c) "Fair Market Rental Value" shall be determined on the basis of, and shall mean the periodic rental which would be obtainable for the specified term, in an arms length transaction between an informed and willing Lessee and an informed and willing Lessor under no compulsion to enter into a lease.
- (d) Appraisal shall mean a procedure whereby two independent appraisers, neither of whom shall be a manufacturer of such Item(s) of Equipment, one chosen by the Lessee and one by the Lessor, shall mutually agree upon the periodic rental fee for the specified renewal term. The Lessor or the Lessee, as the case may be, shall deliver written notice to the other party appointing its appraiser within fifteen (15) business days after receipt from the other party of written notice appointing that party's appraiser. If within fifteen (15) days after appointment of the two appraisers as described above, the two appraisers are unable to agree upon the amount in question, a third independent appraiser, who shall not be a Manufacturer of any of such Equipment, shall be chosen within five (5) business days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by an authorized representative of the American Arbitration Association or any organization successor thereto. The decision of the third appraiser so appointed and chosen shall be given within ten (10) business days after the selection of such third appraiser and such decision shall be binding and conclusive on the Lessor and the Lessee. The Lessee shall pay the fees and expenses of the third appraiser, if any.

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

By: _____

J. A. Pickett, Manager

Title: Computer Systems AcquisitionDate: July 1, 1987

FIRST NATIONAL CAPITAL CORPORATION
(Lessor)

By: _____

Title: Vice PresidentDate: 6/9/87

mmB

ORIGINAL

CERTIFICATE OF ACCEPTANCE

For Purchase Order No. 86JJHV21964 (978-A-08649) dated June 1, 1987, to Master Lease Agreement dated August 28, 1986 between First National Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee

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Page 1 of 1

I, a duly appointed representative of Westinghouse Electric Corporation ("Lessee"), do hereby certify that I have received, and accepted delivery, on behalf of the Lessee and under Purchase Order No. 86JJHV21964 (978-A-08649) dated June 1, 1987, to the Master Lease Agreement dated as of August 28, 1986, between First National Capital Corporation ("Lessor") and Lessee, the following Items of Equipment:

Manufacturer: IBM Corporation

Status: New Equipment

<u>Qty.</u>	<u>Type</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
2	3380	BE4	Direct Access Storage Device	N9713 N9734

ORIGINAL INSTALLATION SITE: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

PLACE ACCEPTED: (Same as above)

DATE ACCEPTED: June 11, 1987

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer of any Item of Equipment for any warranties it has made with respect to such Item of Equipment.


Authorized Representative of

WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)

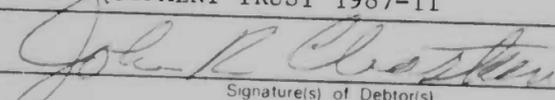
J. A. Pickett, Manager
Computer Systems Acquisition

209170

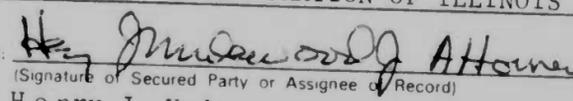
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		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2 Debtor(s) Last name first, address(es) Soc. Sec. No. - Tax ID No.		3 Secured Party(ies) and address(es)	RECORD FEE 11.00 #021760 0345 P01 T11/30 JA 08/19/87
MDCC EQUIPMENT TRUST 1987-II 1100 N. Woodward Suite 214 Birmingham, MI 48011		THE FINANCIAL CORPORATION OF ILLINOIS 4825 N. Scott Street Schiller Park, IL 60176	
4 Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable	
		5 <input type="checkbox"/> Products of collateral are also covered	
		6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

7. This financing statement covers the following types (or items) of property. All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21964/978-A-08649 dated 6/1/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation as Lessee, dated 8/28/86 insofar as such Master Lease relates to the Equipment described on the attached ADDENDUM A, including all rents (except the Daily Rental payment and the 7/1/87 and 8/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term and all right, title and interest of Debtor in and to the Equipment leased thereunder and herein.

MDCC EQUIPMENT TRUST 1987-II

 Signature(s) of Debtor(s)
 John R. Chasteen, Vice-President
 Secretary of State Copy

MMMB

THE FINANCIAL CORPORATION OF ILLINOIS
 by: 
 (Signature of Secured Party or Assignee of Record)
 Henry J. Underwood, Attorney
 RIEGLE PRESS, FLINT, MICH

1100

BOOK 516 PAGE 300

ADDENDUM A to UCC-1 Financing Statement between MDCC Equipment Trust 1987-II as Debtor and the Financial Corporation of Illinois as Secured Party (L#462)

Page 1 of 1

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation
Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	BE4	2	Direct Access Storage Device	N9713,N9734

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

Page 1 of 1

1. No. of additional sheets 1		State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. Debtor(s) Last name first, address(es) MCDONNELL DOUGLAS CAPITAL CORPORATION 1100 N. Woodward Suite #214 Birmingham, MI 48011	3. Secured Party(ies) and address(es) THE FINANCIAL CORPORATION OF ILLINOIS 4825 N. Scott Street Schiller Park, IL. 60176		RECORD FEE 11.00 POSTAGE .50 JA #021790 0345 401 111:31 08/19/87
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction		

7 This financing statement covers the following types (or items) of property: **"NOT SUBJECT TO RECORDATION TAX"**
 All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21930/978-A-08420 dated 3/31/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated 8/28/86 insofar as such Master Lease relates to the Equipment described on the attached ADDENDUM A, including all rents (except the Interim Rent and the 6/1/87 & 7/1/87 rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein. (L#445)
 MCDONNELL DOUGLAS CAPITAL CORPORATION THE FINANCIAL CORPORATION OF ILLINOIS

John R. Chasteen
 Vice President of Debtor(s)
 John R. Chasteen
 Secretary of State Copy

by Henry J. Underwood Attorney
 (Signature of Secured Party or Assignee of Record)
 Henry J. Underwood, Attorney
 RIEGLE PRESS, FLINT, MICH.

1150

ADDENDUM A to UCC-1 Financing Statement between McDonnell Douglas Capital Corporation as Debtor and The Financial Corporation of Illinois as Secured Party L#445

Page 1 of 1

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ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation
Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3480	A22	1	Tape Control Unit	19439
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
	3211	1	Control Unit	N/A
3480	B22	1	Tape Control Unit	19497
	1511	1	Channel Attach	N/A
	1512	1	Channel Attach	N/A
3480	B22	8	Magnetic Tape Unit	81307,81308, 81309,81310, 81311,81312, 81313,81314
	2511	8	Automatic Cartridge Loader	N/A

Location of Equipment: Westinghouse Electric Corporation
Defense & Electronics Systems Company
Camp Meade Road
BWI Airport
Baltimore, MD 21240

BOOK 516 PAGE 303

203172

1 No. of additional sheets 1	State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2 Debtor(s) Last name first, address(es) Soc. Sec. No. — Tax ID No. McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011	3 Secured Party(ies) and address(es) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	RECORD FEE 11.00 POSTAGE .50 #021900 0345 801 711432 08/19/87 Ja
4 Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21963/978-A-08648 dated June 1, 1987 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated 8/28/86 insofar as such Master Lease relates to the Equipment described on the attached ADDENDUM A, including all rents (except the Daily Rental payment and the 7/1/87 and 8/1/87 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term and all right, title and interest of Debtor in and to the Equipment leased thereunder and described herein.

MCDONNELL DOUGLAS CAPITAL CORPORATION

John R. Chasteen
Signature(s) of Debtor(s)
John R. Chasteen, Vice President

Secretary of State Copy

mmb

THE FINANCIAL CORPORATION OF ILLINOIS

by: Henry J. Underwood, Attorney
(Signature of Secured Party or Assignee of Record)
Henry J. Underwood, Attorney

RIEGLER PRESS, FLINT, MICH.

1150

ADDENDUM A to UCC-1 Financing Statement between McDonnell Douglas
Capital as Debtor and the Financial Corporation of Illinois as Secured
Party (L#461) Page 1 of 1

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation
Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	AD4	1	Direct Access Storage	B5699
3380	BD4	1	Direct Access Storage	G2875

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
EWI Airport
Baltimore, MD 21240

BOOK 516 PAGE 305

269173

1. No. of additional sheets 1	State Billing Account No.	For Filing Officer (Date, Time, Number, and Filing Office) DO NOT WRITE IN THIS SPACE
2. Debtor(s) Last name first, address(es) Soc Sec No. - Tax ID No. McDonnell Douglas Capital Corporation 1100 N. Woodward, #214 Birmingham, MI 48011	3. Secured Party(ies) and address(es) The Financial Corporation of Illinois 4825 North Scott Street Schiller Park, IL 60176	JAK RECORD FEE 12.00 POSTAGE .50 #021810 0345 PM 11:33 08/19/87
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5 <input type="checkbox"/> Products of collateral are also covered 6 <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction	

7. This financing statement covers the following types (or items) of property: All right, title and interest of Debtor in and to a certain Purchase Order No. 86JJHV21964/978-A-08649 dated 6/1/87 to a certain Master Lease Agreement between McDonnell Douglas Capital Corporation as Lessor and Westinghouse Electric Corporation, as Lessee, dated 8/28/86 ^{TAS} insofar as such Master Lease relates to the Equipment described on the attached ADDENDUM A, including all rents (except the Daily Rental payment and the July 1, 1987 and August 1, 1986 monthly rental payments), revenues, insurance proceeds receivable with respect thereto commencing with the start of the Lease Term and all right, title and interest of Debtor in and to the Equipment lease thereunder and described herein.

McDonnell Douglas Capital Corporation

John R. Chasteen
Signature(s) of Debtor(s)

John R. Chasteen, Vice President *M.M.C.*
Secretary of State Copy

The Financial Corporation of Illinois

by *Henry J. Underwood*
Signature of Secured Party or Assignee of Record

Henry J. Underwood, Attorney
RIEGLER PRESS, FLINT, MICH.
1150

ADDENDUM A to UCC-1 Financing Statement between McDonnell Douglas
Capital as Debtor and the Financial Corporation of Illinois as Secured
Party (L#462) Page 1 of 1

ADDENDUM A

EQUIPMENT LIST

Manufacturer: IBM Corporation
Status: New Equipment

<u>Type</u>	<u>Model/ Feature</u>	<u>Qty</u>	<u>Description</u>	<u>Serial Number</u>
3380	BE4	2	Direct Access Storage Device	N9713,N9734

Location of Equipment: Westinghouse Electric Corporation
Camp Meade Road
BWI Airport
Baltimore, MD 21240

200171

BOOK 516 PAGE 307

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transferee entity

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

3. Filing Officer (Date, Time, No. Filing Office)

JERRY STONEHAN

GREEN TREE ACCEPTANCE INC.
2200 QPITZ BLVD #245
WOODBRIDGE, VA 22191

LOT 13 987 ALMAS WAY
LOTHIAN MD 20971

5. This Financing Statement covers the following type(s) (or types) of property:

1984 REDMAN FLAMINGO
70 X 14 SERIAL # KHXF1896H12214697
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

6. Assignee(s) of Secured Party and Address(es)

RECORD FEE 3R 11.00
POSTAGE .50
#000190 0040 R03 115:42

Proceeds of the Collateral's sale
8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

08/19/87

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

JERRY STONEHAN *Jerry Stonehan*

GREEN TREE ACCEPTANCE INC.

By Signature(s) of Debtor(s)

By *Isabel Manfredi* Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL

(3/83)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

1103

Recording Cost: \$13.50
File Number: BU 50699
Stamps: \$308.00

ANNE ARUNDEL COUNTY FINANCING

BOOK 516 PAGE 308

200175

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 44,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Aug. 12, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR T & T SUNOCO, INC.

GUARANTORS Name: JAMES E. TAYLOR and DEBORAH JEAN TAYLOR, his wife,

Address 6807 Ritchie Highway, Glen Burnie, Maryland - 21061

2. SECURED PARTY

Name TROY ENTERPRISES INC. PENSION PLAN AND TRUST

Address 6602 Troy Court, Baltimore, Maryland- 21209

WARTZMAN, ROMBRO, OMANSKY, BLIBAUM & SIMONS, P.A.

341 North Calvert Street, Baltimore, Maryland- 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1992

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor/Guarantors machinery, equipment, furniture, fixtures, motor vehicles now owned or hereafter acquired, all additions, renewals, extensions and replacements thereof, and all attachments, accessories, parts, equipment and tools belonging thereto, and the Lease used in the conduct of business known as T & T Sunoco, Inc., located at 6807 Ritchie Highway, Glen Burnie, Maryland- 21061.

RECORD FEE 13.00

RECORD TAX 308.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#000150 0040 R03 115:40

09/19/87

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

T & T SUNOCO, INC.

BY:

(Signature of Debtor)

JAMES E. TAYLOR - President

Type or Print Above Signature on Above Line

(Signature of Debtor/Guarantor)

JAMES E. TAYLOR

Type or Print Above Signature on Above Line

DEBORAH JEAN TAYLOR-Guarantor

TROY ENTERPRISES INC. PENSION PLAN
AND TRUST

BY:

(Signature of Secured Party)

Alvin Pomerantz - President

Type or Print Above Name on Above Line

KINDLY RETURN RECORDED DOCUMENT TO:

JOSEPH H. OMANSKY, Atty.

Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.

341 North Calvert Street

Baltimore, Maryland 21202

(301) 685-0111

1300 308.5

BOOK 516 PAGE 309

FINANCING STATEMENT

(Not To Be Recorded in Land Records)

208179

(Not subject to Recordation Tax)

This Financing Statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

- 1. DEBTOR AND ADDRESS: CONTINENTAL INVESTMENT CORPORATION
11300 Rockville Pike
Suite 903
Rockville, MD 20852
- 2. SECURED PARTY AND ADDRESS: SHENANDOAH FEDERAL SAVINGS BANK
617 Winchester Avenue,
Martinsburg, WV 25401
- 3. This Financing Statement covers the personal property described in Exhibit "A" attached hereto and made and part hereof.
- 4. The proceeds of collateral are covered.
- 5. The products of collateral are covered.

RECORD FEE 13.00
POSTAGE .50
#022070 0745 001 113433
08/19/87

DEBTOR:
CONTINENTAL INVESTMENT CORPORATION

JA

BY: James L. Carpenter (SEAL)
JAMES L. CARPENTER, President

PLEASE RETURN TO: Greater Metropolitan Title Co., Inc.
Post Office Box 668
Annapolis, Maryland 21404-0668

13.50



EXHIBIT "A"

All accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor, whether said accounts receivable are now in existence or are hereafter created, on any part or parcel of the real estate described in a certain Deed of Trust dated August 14, 1987, from Debtor to William P. DiLoreta and David W. Ralston, Trustees, said real estate being located in the City of Annapolis, Maryland, and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

BEGINNING for the same at a pipe found on the north side of Annapolis Neck Road, 30 feet wide at the end of the South 33 degrees 18 minutes 10 seconds West 645.5 foot line of the conveyance from the Coastal Development Corporation to Bernard L. Frishman and Nathan Wechsler by Deed, dated May 13, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber LNP No. 1657, folio 394 and running from said beginning point so fixed and with outlines of said conveyance and the north side of Annapolis Neck Road, North 47 degrees 49 minutes 50 seconds West 54.75 feet, North 58 degrees 59 minutes 40 seconds West 61.63 feet, North 67 degrees 32 minutes 40 seconds West 51.29 feet, North 74 degrees 51 minutes 50 seconds West 117.67 feet, North 71 degrees 12 minutes 50 seconds West 366.21 feet, North 69 degrees 07 minutes 50 seconds West 150.33 feet, North 86 degrees 04 minutes 40 seconds West 127.63 feet, North 67 degrees 05 minutes 50 seconds West 223.26 feet to a pipe set where the extension of the division line between Lots 8 & 9, as shown on a plat of Woodland, intersects the north side of Annapolis Neck Road, as now used; thence with said extension and part of said division line, North 29 degrees 45 minutes 10 seconds East 192.64 feet to the south side of the New Forest Drive, as shown on State Roads Commission Plat No. 24690; thence with the south side of New Forest Drive, as shown on said State Roads Commission Plat, South 72 degrees 55 minutes 07 seconds East 175.32 feet, South 72 degrees 49 minutes 35 seconds East 310.00 feet, South 72 degrees 55 minutes 07 seconds East 212.00 feet, South 73 degrees 17 minutes 32 seconds East 77.14 feet, South 72 degrees 22 minutes 30 seconds East 251.59 feet and South 68 degrees 25 minutes 33 seconds East 153.85 feet to a pipe found in the first mentioned South 33 degrees 18 minutes 10 seconds West 645.5 foot line; thence with the remaining part of said line, South 33 degrees 18 minutes 10 seconds West 282.26 feet to the place of beginning. Containing 6.21 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors on June 22, 1967

FINANCING STATEMENT

1. Name of Debtor: HARDING'S BUILDING AND
 MASONRY CO., INC.
 Address: 580 A Street
 Pasadena, Maryland 21122

RECORD FEE 11.00
 RECORD TAX 126.00
 POSTAGE .50

2. Name of Secured Party: PENN MORTGAGE COMPANY, INC.
 Address: c/o R. Marc Goldberg
 343 N. Charles Street
 Baltimore, Maryland 21201

#122260 0345 001 713145
 03/19/87

3. This Financing Statement covers the following types (or items) of property:

JA

(a) Inventory. All of the Obligor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(b) Accounts. All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to an account and all cash and non-cash proceeds and products of all such goods.

(c) Chattel Paper. All of the Obligor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Bank a Security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the Obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

11 80
 126 50



BOOK 516 PAGE 313

(d) Proceeds of all collateral are covered.

(e) All those chattels described in Schedule A attached hereto and made a part hereof.

4. Subject to recordation tax on the principal amount of \$18,000.00.

Debtor:
HARDING'S BUILDING
AND MASONRY CO., INC.

Secured Party:
PENN MORTGAGE COMPANY, INC.

By: *Carl Harding* (SEAL)
CARL HARDING, President

By: *Stanley S. Goldberg* (SEAL)
STANLEY S. GOLDBERG,
President

MR. CLERK: Return to:

Ridge Title Company, Inc.
343 N. Charles Street
Baltimore, Maryland 21201

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

SCHEDULE A

One (1) 1968 Super 6 Pettibone Forklift
Serial Number 6-2106

Scaffolding

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Charles Stewart, Jr. &/or
Loretta J. Norris

Mailing Address

34 Buddy Blvd.
Chesapeake Estates MHP
Chesapeake, MD 21913

RECORD FEE 12.00
POSTAGE .50
HVS0280 0345 R01 11346
08/19/87

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

Jr

1. This financing Statement covers the following types (or items) of property (the collateral).
1987 RIDGEWOOD 3BR 70 x 14 S/N 08-L-58708
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

X Charles Stewart Jr

Charles Stewart, Jr.

THE SAVINGS BANK OF BALTIMORE

X Loretta J. Norris

Loretta J. Norris

BY *Mrs. Sylvia Hill*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Kent Rentals, Inc., which has been assigned to The Savings Bank of Baltimore.

05-01



200179

FINANCING STATEMENT

BOOK 516 PAGE 315

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Raymond W. Wehland
David L. Wehland

490 Patuxent Road #15
Odenton, Maryland 21113

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

NEW, 1988, Holly Park Homes, "Forest Park" Mobile Home
60 X 14, Br., Serial # 03-FP-10290

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

x Raymond W. Wehland
RAYMOND W. WEHLAND

x David L. Wehland
DAVID L. WEHLAND

Secured Party

THE BANK OF BALTIMORE

RECORD FEE 12.00

POSTAGE .50

#030290 0345 R01 11346

BY

Mrs. Sylvia Hill

09/19/87

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

12.50

BOOK 516 PAGE 316

602-2904
200180

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00

Index numbers of subsequent statements (For office use only)

POSTAGE .50

JA

#022940 0345 301 113:59

08/19/87

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Check the box indicating the kind of statement.
Check only one box.

Mary Elaine Moffitt
#140 Wayson's Mobile Court
Lothian, Maryland 20711

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Name & address of Assignee

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1987 Liberty/Supra, 44X14, 2Br., serial #08-L-59278

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mary Elaine Moffitt
Signature of Debtor if applicable (Date) 7-31-87

Kelley Blue 7/31/87
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82



BOOK 516 PAGE 317

62-2972
203101

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

RECORD FEE 11.00
POSTAGE .50

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

David Allen Deal
Lot #C-28 Holiday Mobile Estates
Clark Rd.
Jessup, Md. 20794

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT *JA*
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank
11419 Sunset Hills Rd.
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

1987 Commodore, 60X14, 2Br., serial #AL23027A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

David Allen Deal

Signature of Debtor if applicable (Date) 7-31-87

Kelley Blue 7/31/87

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: _____

The Debtor is a transmitting utility.

1. Debtor's Last Name, First and Addressed:
 DANIEL F. HILL
 4744 F FLANDERS LN., MD. HAN
 HARMOOD, MD 20776
 JUNE C. HILL

2. Secured Party(ies) Name(s) and Address(es):
 PROFESSIONAL MOBILE HOME BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

3. Filing Office, Date, Time, No. Filing Office:
 RETRO FEE \$2.00
 POSTAGE .50

4. This Collateral Statement covers the following types (or items) of property:
 1972 TW20524

5. Address(es) of Secured Party and Address(es) of Debtor:
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401

6. TO INCLUDE ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES, THERETO AND THEREIN, INCLUDING, BUT NOT LIMITED TO THESE ITEMS SPECIFIED IN THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL SECURITY AGREEMENT.

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe here if state of Item 8)

8. Describe Real Estate Here: _____
 Products of the Collateral are also covered.
 This statement is to be indexed in the Real Estate Record.

9. Name of a Record Owner: _____

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected; or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor; or <input type="checkbox"/> as to which the filing has lapsed; or <input type="checkbox"/> already subject to a security interest in another jurisdiction; <input type="checkbox"/> when the Collateral was brought into this State; or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

DANIEL F. HILL *[Signature]* 220-82-9864 Crescent Financial, Inc.
 BY JUNE C. HILL *[Signature]* 225-23-7276 By *[Signature]*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

This STATEMENT is presented for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es)
Bruther, William, M.D.
86 State Circle
Annapolis, MD 21401

2. Secured Party(ies) and Address(es)
First Nat'l Bank of Mpls.
120 South 6th Street
Minneapolis, MN 55402

For Filing Officer

RECORD FEE 10.00
POSTAGE .50
#000000-0145 001 714406
09/19/87

3. This statement refers to original Financing Statement bearing File No. Book 472 Page 467

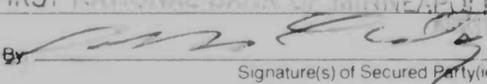
Filed with Circuit Court A.A. County Date Filed April 25 1984

- 4. Continuation: The original financing Statement between the foregoing Debtor and Secured Party bearing file number above, is still effective.
- 5. Assignment: The Secured Party's right under the Financing Statement bearing file number shown above to the property described in Item 9 has been assigned to the assignee whose name and address appears in Item 9.
- 6. Amendment: Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 7. Releases: Secured Party maintains a security interest in financing statement bearing file number shown above but releases the collateral shown in Item 9.
- 8. Termination: Secured Party no longer claims a security interest under the Financing Statement bearing file number shown above.

9.
Revlon, Inc.
767 5th Avenue
New York, NY 10153

FIRST NATIONAL BANK OF MINNEAPOLIS

By _____
Signature(s) of Debtor(s) (necessary only if item 6 is applicable)

By 
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical
(Rev. 6-85)

STANDARD FORM — FORM UCC-3

Approved by Secretary of State of Minnesota



BOOK 516 PAGE 320

209131

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 14,025.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel _____

1. Debtors: NAME _____ ADDRESS _____
 Street City State
 M.V. Construction Corporation 7 Village Green, Crofton, Md. 21114

2. Secured Party: SOVRAN BANK/MARYLAND
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

RECORD FEE 11.00
 101.50
 POSTAGE .50

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 11.00
 101.50
 POSTAGE .50
 08/19/87
 JH

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: Donald F. Craun

Type Name Donald F. Craun

Title Vice President

M.V. Construction Corporation

Patrick M. Ryan Pres.
Patrick M. Ryan, President

Type or Print Name and Title of Each Signature

11-
101.50
.50

SCHEDULE A

Debtor: M.V. Contruction Corporation
7 Village Green
Crofton, Md. 21114

Secured Party: Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, Md. 20817

Collateral: OMC Mustang, Model 442

BOOK 516 PAGE 321



BOOK 516 PAGE 322

209105

Financing Statement

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 17,245.00
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
M.V. Construction Corporation	7 Village Green,	Crofton,	Md. 21114

2. Secured Party	SOVRAN BANK/MARYLAND	RECORD FEE	11.00
	6610 Rockledge Drive, Bethesda, MD 20817	RECORD TAX	122.50
	Attn: Loan Administration		

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: Donald F. Craun

Type Name Donald F. Craun

Title Vice President

M.V. Construction Corporation

Patrick M. Ryan, President

Type or Print Name and Title of Each Signature

10/25/87

SCHEDULE A

Debtor: M.V. Construction Corporation
7 Village Green
Crofton, Md. 21114

BOOK 516 PAGE 323

Secured Party: Sovran Bank/Maryland
6610 Rockledge Drive
Bethesda, Md. 20817

Collateral: OMC Mustang, Model 552

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GENERAL ELEVATOR COMPANY, INCORPORATED FED. ID #52-0324870
Address 601 NURSERY ROAD; LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name AMPLICON FINANCIAL FED. ID #95-3162444
Address 2020 EAST FIRST STREET #401; SANTA ANA, CA 92705

3. ASSIGNEE: Person And Address To Whom Statement Is To Be Returned If Different From Above.
GENERAL ELECTRIC CREDIT CORPORATION
P.O. BOX 6199; ORANGE, CA 92613

4. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
REF: SCHEDULE 5 TO LEASE #OL-1776 DATED MARCH 13, 1987

- (01) IBM SYSTEM/2 MODEL 30-20:
720K FLOPPY DISK; 20MB HARD DISK; 640K RAM;
POWER SURGE PROTECTOR.
- (01) EPSON FX-286E PRINTER

RECORD FEE 11.00
POSTAGE .50
#020740 0345 R01 T14123
08/19/87

"INCLUDING ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, SUBSTITUTIONS, AND IMPROVEMENTS THERETO AND THEREFORE, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

NOT SUBJECT TO RECORDATION TAX
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)

GENERAL ELEVATOR COMPANY, INCORPORATED

Type or Print Above Name on Above Line

David A. Duranta 6/19/87
(Signature of Debtor)
David A. Duranta MIS Director
Type or Print Above Signature on Above Line

(Signature of Secured Party)

AMPLICON, INC.

Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200107

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AMPLICON, INC. FED. ID. #95-3162444
Address 2020 East First Street, Suite 401
Santa Ana, CA 92705

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION
P. O. Box 6199
Address Orange, CA 92613

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

REF: GENERAL ELEVATOR COMPANY, INC.-SCHEDULE 5 (NJ)
TO LEASE #OL-1776, DATED: MARCH 13, 1987

- (01) IBM SYSTEM/2 MODEL 30-20: 720K FLOPPY DISK; 20MB HARD DISK; 640K RAM; POWER SURGE PROTECTOR.
(01) EPSON FX-286E PRINTER

"Including all accessions, additions, replacements, substitutions, and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said equipment."

not subject of recordation tax

CHECK THE LINES WHICH APPLY 876919

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

AMPLICON, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

1150

269133

THIS FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018
SI 06231-06

2 Secured Party(ies) and address(es)

Wells Fargo Bank, N.A.
Equipment Finance Center
343 Sansome-6th Floor #489
San Francisco, CA 94163

3 Maturity date (if any)

For Filing Office (Date, Time, Number, and Filing Office)

RECORD FEE 25.00

POSTAGE .50

RECORDS 0345 001 714436

4 This financing statement covers the following type(s) of property

All right, title and interest of Equipment in that certain Master Lease dated 4/03/84, Equipment Schedule CE-2 dated 04/15/86, and Summary Equipment Schedule 18-06231-06 for period beginning 10/01/86 and ending 12/31/86 between COMDISCO, INC. as Lessor, and CCS Automation Systems, Inc. as Lessee, and all proceeds thereof including without limitation Lease payments and other sums due or to become due under said Lease, and all rights to payment with respect to any insurance, including returned premiums, of any cause of action relating to the foregoing.*See attached.

5 Assignee(s) of Secured Party and Address(es)

08/19/87

J4

This is a conditional Sales Contract.
"NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County, MD

~~Baltimore Independent City, MD~~

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented: 5

COMDISCO, INC.

WELLS FARGO BANK, N.A.

By: Kimberly Fiedler Senior Lease Administrator
Signature(s) of Debtor(s) Sr. Lease Administrator Title

W. Padilla Loan Documentation Officer
Signature(s) of Secured Party(ies) Officer Title

STANDARD FORM - FORM UCC-1.M. Padilla Loan Doc. Officer

BOOK 516 PAGE 327

ATTACHMENT

*"All Equipment that is a subject of said Lease is specifically described in the attached Summary Equipment Schedule 18-SL06231-06 (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefor, in whole or in part, and all proceeds thereof, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to the foregoing."

SUMMARY EQUIPMENT SCHEDULE

SUMMARY EQUIPMENT SCHEDULE NO. 18-SL06231-06 for Period ending December 31, 1986, to the Master Lease dated as of April 3, 1984, (the "Lease").

LESSEE:	LESSOR:	PAYING AGENT:
CCS Automation Systems, Inc.	Comdisco, Inc.	First Security Bank of Utah
Address for Notices:	Address for Notices:	Address for Remittances:
2929 Allen Pkwy., Suite 1466	6400 Shafer Court	P. O. Box 31822
Houston, TX 77019	Rosemont, IL 60018	Salt Lake City, UT 84131
Attention: Mr. James Selleh	Attention: Processing	Attention: Remittance
	Center	Processing Center

Lessee Reference #: Toshiba Strata XII/e

1. **EQUIPMENT:** As set forth in the attached Acceptance Certificates which are part hereof (No. of Acceptance Certificates: 9)
2. **INITIAL TERM START DATE:** January 1, 1987
3. **INITIAL TERM:** 60 months
4. **MONTHLY RENT:** \$1,479.88 (2.23% of Lessor's Cost)
(Applicable Lease Rate Factor)
5. **TOTAL LESSOR'S COST:** \$66,362.33
6. **LESSEE REPRESENTATIONS:** The Lessee hereby represents and warrants that:
 - (a) It has accepted all items of Equipment listed on the attached Acceptance Certificates as of the date set forth therein.
 - (b) No Event of Default or event which with the giving of notice or lapse of time, or both, would become an Event of Default has occurred or is continuing.
 - (c) It hereby reaffirms the representations of Section 8(a), (b), and (c) of the Master Lease.
7. The following amendments have been made to your Summary Equipment Schedule No. 18-SL06231-06:

Due to the elimination of Investment Tax Credit, the ITC section on Page 1 of the Capital Equipment Schedule CE-2 has been amended from ITC "Lessor" to "N/A". The lease rate factor will be amended from 2.02% to 2.23% as set forth in paragraph 7, Rider 1 to Equipment Schedule CE-2.

Your Certificate of Acceptance dated 10/11/86 has been amended from \$6,560.00 to \$6,592.80 to include a .5% Hawaii landing tax in the amount of \$32.80.

Your Certificate of Acceptance dated 11/3/86 has been amended to reflect the following: Add-on equipment for (1) Toshiba Strata XIIe Telephone System, serial number 10688F7, invoice number 01453, for the amount of \$1,211.03 (equipment cost of \$1,205.00 plus .5% Hawaii landing tax of \$6.03).

For the equipment listed on the Certificate of Acceptance dated 11/10/86, only the Strata XIIe in the amount of \$10,197.50 has been included on this Summary Equipment Schedule. The Strata VIe has been included on the Summary Equipment Schedule number SL06231-07.

RETURN THIS COPY

SUMMARY EQUIPMENT SCHEDULE
NO. 18-SL06231-06
PAGE TWO

BOOK 516 PAGE 329

8. Your monthly rent per location will be as follows:

Austin, TX	#AUS-	\$ 270.95 per month
Great Falls, MT	#GFT-	\$ 180.74 per month
New York, NY	#NYC-	\$ 188.21 per month
Baltimore, MD	#BWI-0256	\$ 11.28 per month
Chantilly, VA	#IAD-CDG-	\$ 128.68 per month
Honolulu, HI	#HNL-0381	\$ 147.02 per month
Honolulu, HI	#HNL-ATO	\$ 27.00 per month
Spokane, WA	#GEG-ATO	\$ 227.40 per month
El Paso, TX	#ELP-ATO	\$ 298.60 per month

9. This Summary Equipment Schedule will serve to request, in accordance with the "Risk of Loss" section of the Capital Equipment Schedule, that an insurance certificate which reflects the insurance which you are required to carry with respect to the Equipment and which names "Comdisco, Inc. and its Assignees" as loss payee be forwarded to the undersigned. In order to obtain revised insurance certificates when the Secured Party or Assignee is known, please include the name of a contact at your insurance company and the contact's telephone number.

MASTER LEASE: This Summary Equipment Schedule is issued pursuant to the Master Lease identified above. All of the terms, conditions, representations and warranties of the Master Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in the Summary Equipment Schedule and this Summary Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

CCS AUTOMATED SYSTEMS, INC., as Lessee

BY: *W. Everett*

TITLE: Sr. Director Telecommunications

DATE: January 27, 1987

/ds

COMDISCO, INC., as Lessor

BY: *Annette Gentile*

TITLE: Assistant Manager

DATE: Jan 30, 1987

CERTIFICATE OF ACCEPTANCE

This Certificate is executed pursuant to Equipment Schedule No. CE-2 to the Master Lease Agreement dated as of April 3, 1984 between COMDISCO, INC. ("Lessor") and CCS AUTOMATION SYSTEMS, INC., ("Lessee").

1. Lessee hereby certifies that each item of Equipment set forth below, and leased by Lessee from Lessor pursuant to the above referenced Equipment Schedule, has been delivered to the location indicated below, tested, inspected, found to be in proper working order and accepted by the Lessee on the Acceptance Date shown below and was not put into use or operation by Lessee or anyone acting under the Lessee's control prior to the Acceptance Date.

<u>Qty.</u>	<u>Manufacturer</u>	<u>Equipment Type/Model</u>	<u>Serial No.</u>	<u>Location</u>
1	TOSHIBA	Addition to phone system STRATA XII	5077F1	SEE ATTACHED INVOICE #01371

2. ACCEPTANCE DATE: 9-24-1986 3. COST: \$ 506.00

4. REPRESENTATIONS OF LESSEE:

The Lessee hereby represents and warrants that: (a) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become an Event of Default has occurred or is continuing; (b) it hereby reaffirms the representation of Section 8(a), (b) and (c) of the Master Lease Agreement.

(Please complete the Certificate, including insertion of the Equipment, Equipment Serial Numbers and the Acceptance Date and promptly return two executed copies to Lessor within ten (10) days of your acceptance of the Equipment).

CCS AUTOMATION SYSTEMS, INC.
as Lessee

LESSEE REFERENCE NO.: BWI-0256

By: [Signature]

Title: Sr. Director Telecommunications

Date: 10-22-86

RECEIVED-CCS cc: Equipment Vendor

27 OCT 03 10: 25

Regency
 TELECOMMUNICATIONS CORP
 2882 ANTOINE, HOUSTON, TEXAS 77092
 713-688-5058

INVOICE

CONTROL 01371
 87

BOOK 516 PAGE 331

DATE
 9/30/86

SOLD TO
 COMDISCO, INC.
 6400 Shafer Court
 Rosemont, Illinois 60018

SHIPPED TO
 CONTINENTAL AIRLINES
 Charter South Ticket Counter
 Baltimore International
 Airport
 Baltimore, MA 21240

BWI

YOUR ORDER NO.	OUR ORDER NO.	SALESMAN
Hellen/Selleh	1237	KM
DATE SHIPPED	SHIPPED VIA	TERMS
9/23/86	Compu-phone	Due Upon Installation

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
		Addition to telephone system 6010-H Electronic Telephone w/ 4 pr. shielded wiring for installation on jet way	506 00		506 00
		Note: P.O. #H-258-B CCS Automation Systems Invoice amount approved by James Selleh (713) 630-5512			
		SUBTOTAL			506 00
		SALES TAX		Lease	
		TOTAL AMOUNT DUE			506 00

TERMS: NET 30 DAYS FROM INVOICE DATE. FINANCE CHARGE OF 1-1/2%
 PER MONTH WILL BE CHARGED ON ALL UNPAID BALANCES 30 DAYS

FINANCING STATEMENT

RECORD FEE 11.00

RECORD TAX 175.00

POSTAGE .50

4100900 0345 001 714139

09/19/87

JH

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,800.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es) 1739 W. Nursery Road - Box 307
 Baltimore Clay Product Co., Inc. Linthicum, Maryland 21090

6. Secured Party Address Equitable Bank, National Association
 Equitable Bank, National Association Consumer Credit Department
 Attention: JoAnn Beam Audit and Documentation 050705
 Consumer Credit 100 S Charles St.
 Baltimore, Md 21201-2791

7. This Financing Statement covers the following property, cash proceeds and products thereof including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 (Seal) _____ (Seal)
 Baltimore Clay Product Co., Inc.
 Steve Gilliece, Secty/Treas. (Seal) _____ (Seal)

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Handwritten scribbles and numbers: 11, 175, 50

SCHEDULE A

BOOK 516 PAGE 333

This Schedule A is attached to and made a part of a
Financing Statement to the Equitable Bank, National
Association from Baltimore Clay Product, Inc.

1986 Hyster Forklift

Serial Number A018E02486C

TRANSFER \$15,120.00

FINANCING STATEMENT

SUBJECT TO RECORDATION TAX

BOOK 516 PAGE 334

200199

- 1. Name of Debtor: William Zwingelberg
 Tamara Zwibngelberg
 Address: 320 Bar Harbor Road
 Pasadena, Maryland 21122
 RECORD FEE 10.00
 RECORD TAX 108.50
 POSTAGE .50
 RECEIVED 02-5 2001 11:43 AM
 02-19/87
- 2. Name of Secured Party: Equitable Bank, National Association
 Address: 100 South Charles Street
 Baltimore, Maryland 21201
 Attn: William McIntyre

- 3. This Financing Statements covers the following types (or items) of property:
 - (a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 260 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.
 - (b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 10 on G Dock, lying and situate on the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.
 - (c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severence and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors: William Zwingelberg (SEAL) Debtors: Tamara Zwingelberg (SEAL)
William Zwingelberg (SEAL) Tamara Zwingelberg (SEAL)
 _____ (SEAL) _____ (SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County
 P.O.Box 71
 Annapolis, Maryland 21404
 Atten.: Record Office

18a/17(35)

10-10852-50

SCHEDULE "A"

This Schedule "A" is attached to and forms a part of that certain Promissory Note dated December 10, 1986, by and between Equitable Bank, National Association and the undersigned.

(a) All of the Borrower's right, title and interest in and to Class "A" Certificate of Membership No. 260 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.

(b) All of the Borrower's right, title and interest in and to that personalty known and designated as Boat Slip No. 10 on G Dock, lying and situate at the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Borrower for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Borrower in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, decrease in value of, the Boat Slip or any part thereof.

Borrowers:

Borrowers:

William Zwingelberg
William Zwingelberg

(SEAL)

Tamara Zwingelberg
Tamara Zwingelberg

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND

BOOK FINANCING STATEMENT FORM UCC-1

Identifying File No. 200101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MIKE CADY, INC.
Address 7424 HAWKINS DRIVE HANOVER MD 21076

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address 101 CRAIN HIGHWAY S.E. Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50

REGISTRATION FEE 03/19/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/29/87

4. This financing statement covers the following types (or items) of property: (list)

- 2 IBM PC/ATS WITH 30MB HARD DRIVES, COLOR CARDS & 360K FLOPPY DRIVES
SN#7177130 SN#7209257
2 COLOR MONITORS
SN#1287310 SN#1102162

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

MIKE CADY, INC.

BY: Michael L Cady (Signature of Debtor)

MICHAEL CADY, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Norman E. Botts

Type or Print Above Signature on Above Line

000103

BOOK 516 PAGE 337

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Products Support, Inc.
8331 Bristol Court
Jessup, Maryland 20794

2. Secured Party(ies) and address(es)
Circle Business Credit, Inc.
110 S. Jefferson Plaza
Whippany, NJ 07981

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
One (1) Reconditioned Toyota Forklift, Model #2FBCA25

RECORD FEE 17.00
402080 03-5 R01 71449
JFJ 08/19/87
5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: -0-
Filed with: The Clerk of Circuit Court Anne Arundel Co. (not subject to recordation tax) C/S/C

Products Support, Inc.

Circle Business Credit, Inc.

By: *Robert E. Shedd* (pres)
Signature(s) of Debtor(s)

R. C. O. P. R. C. M.
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
168

STATE OF MARYLAND

BOOK 516 PAGE 338

FINANCING STATEMENT FORM UCC-1

Identifying File No. 000103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chemetals Incorporated
Address 7310 Ritchie Highway Glen Burnie, MD

2. SECURED PARTY

Name Chase Manhattan Service Corporation
Address 1 Chase Manhattan Plaza New York, New York

RECORD FEE 17.00
POSTAGE .50
09/19/87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

Equipment as per the attached Schedule "A"
Equipment Location: Foote Road
New Johnsonville, TN

Name and address of Assignee

Transaction is that of a Lease. This filing is for information purposes only. Recordation Tax not applicable.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

(Signature of Debtor)

Chemetals Incorporated

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

(Signature of Secured Party)

Chase Manhattan Service Corporation

Type or Print Above Signature on Above Line

1750

SCHEDULE A

BOOK 516 PAGE 339

<u>Equipment Items</u>	<u>Quantity</u>	<u>Actual Cost - \$</u>
<u>Reagent Handling</u>		
Fe dissolver tanks	2 .	66,508
Fe storage bin	1 .	52,074
Fe receiving feeder	1 .	33,821
Fe elevator	1 .	19,025
Agitators	3 .	36,169
Pumps	5 .	20,202
Flocculent systems	2 .	42,698
Instrumentation		12,856
Sub-Total		<u>283,353</u>
 <u>Digestion</u>		
Tanks	5 .	352,556
Agitators	7 .	158,836
Heat exchangers	3 .	71,178
Pumps	12	108,683
Conveyors	5 .	51,045
Feeders	5 .	66,848
Instrumentation		294,709
Sub-Total		<u>1,103,855</u>
 <u>Purification</u>		
Pumps	2 .	16,556
Instrumentation		122,481
Sub-Total		<u>139,037</u>
 <u>Cell Feed</u>		
Instrumentation		105,877
Sub-Total		<u>105,877</u>
 <u>Electrolytic Cells</u>		
Steam coils	84 .	146,020
Condensate pumping	1 .	6,460
Instrumentation		140,475
Sub-Total		<u>292,955</u>

- 2 -

<u>Equipment Items</u>	<u>Quantity</u>	<u>Actual Cost - \$</u>
<u>Spent Liquor</u>		
Tanks	2 .	188,376
Pumps	5 .	41,831
Instrumentation		39,561
Sub-Total		<u>269,768</u>
 <u>D. C. Power</u>		
Rectifier	1 .	255,004
Sub-Total		<u>255,004</u>
 <u>Steam Generation & Supply</u>		
Boilers	2 .	292,625
Feed water system	1 .	134,137
Instrumentation		33,313
Sub-Total		<u>460,075</u>
 <u>Product Preparation & Shipping</u>		
Belt Conveyors	2 .	117,581
Skip hoppers	30 .	41,300
Skip hoist	1 .	37,125
Hammermill	1 .	20,334
Roll mill	1 .	436,579
Neutralizing tank	1 .	32,374
Mill vent scrubber	1 .	30,096
Neutralizing tank agitator	1 .	20,412
Caustic mix tank	1 .	2,577
Mill slurry settler	1 .	45,234
Belt dewaterer	1 .	171,422
Flash dryer	1 .	262,263
Product storage bin	1 .	43,316
Bagging machine	1 .	55,325
Dust collector	1 .	53,725
Air dryer	1 .	7,706
Feed bins	2 .	27,200
Belt Feeder	1 .	10,102
Pumps	5 .	11,653
Instrumentation		35,559
Product blend system	1 .	29,795
Sub-Total		<u>1,491,678</u>
 <u>Effluent Treatment</u>		
Agitators	3 .	24,107
Clarifier & rake	1 .	150,883
Pumps	10 .	78,214
Lime storage bin	1 .	89,516
Lime reactors	2 .	82,834
Flocculent systems	2 .	37,513
H ₂ SO ₄ tank	1 .	6,242
pH tank	1 .	23,043
Instrumentation	1 .	174,667
Sub-Total		<u>667,019</u>

<u>Laboratory Equipment</u>	<u>Quantity</u>	<u>Actual Cost - \$</u>
Microtrac analyzer	1	39,438
A. A. analyzer	1	128,967
Hydride generator	1	6,776
Lab grinder	1	2,935
Colorimeter & calibrator	1	1,920
Sub-Total		<u>180,036</u>
<u>Miscellaneous Capital Equipment</u>		
Copy machine	1	11,751
Telephone system	1	21,376
Print copier	1	1,456
Welding machines	2	10,152
Sub-Total		<u>44,735</u>
<u>TOTAL</u>		<u><u>5,293,392</u></u>

200194

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Syntax Systems Info. Services
Address 300 Winton Street, Baltimore, MD 21090

2. SECURED PARTY

Name HOPKINS LEASING corp.
Address 200 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

One (1) BD4121 Toshiba Copier

RECORD FEE 11.00

POSTAGE .50

#023110 C345 R01 T14:52

08/19/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

Jlx

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Georganna Van Horn
(Signature of Debtor)

Georganna Van Horn
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

9016
1152

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 343

Identifying File No. 200105

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated July 29, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. "Taxes were paid to the Maryland Department of Assessments and Taxation in the amount of \$12,275.00."

1. DEBTOR HAMBURGERS CLOTHIERS, INC. DBA
Name HAMBURGERS
Address 10 North Charles St., Baltimore, MD 21202*

2. SECURED PARTY
Name Marine Midland Business Loans, Inc., as Agent*
Address Suite 1090 Central Trust Center, 201 E. 5th St., Cincinnati, OH 45202
Lynn Decker, Thompson, Hine and Flory, 1100 National City Bank Bldg., Cleveland, OH 44114
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
For a list of the types (or items) of property covered by this financing statement, see Exhibit B attached hereto, filed herewith, and incorporated herein.

*See Exhibit A hereto for a list of other addresses of the Debtor and for a list of the Banks and their respective addresses for which Marine Midland Business Loans, Inc. is acting as Agent.

RECORD FEE 18.00
POSTAGE .50
#028120 0345 P01 T14:53

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
"Duplicate Financing Statements were filed in 3 other local filing offices."
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

JA 08/19/87

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Anne Arundel County Clerk of Circuit Court

(Signature of Debtor)

HAMBURGERS CLOTHIERS, INC. DBA HAMBURGERS

Type or Print Above Name on Above Line

(Signature of Debtor)

Marine Midland Business Loans, Inc., as Agent
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

18.50

EXHIBIT A

List of Additional Addresses
for
Hamburgers Clothiers, Inc.

1. Kennedy's, 45 Milk Street, Boston, Suffolk County, Massachusetts 02109.
2. Towsontown Centre, 772 Fairmount Avenue, Towson, Baltimore County, Maryland 21204.
3. Reisterstown Road Plaza Shopping Center, 6730 Reisterstown Road, Baltimore (Independent City), Maryland 21215.
4. Park City Shopping Center, Park City Center, Lancaster, Lancaster County, Pennsylvania 17601.
5. Marley Station, 7900 Ritchie Highway, Glen Burnie, Anne Arundel County, Maryland 21061.
6. Hunt Valley Mall, 118 Shawan Road, Store #162, Cockeysville, Baltimore County, Maryland 21030.
7. Concord Mall, 4737 Concord Pike, Wilmington, New Castle County, Delaware 19803.
8. Columbia Mall, 10300 Little Patuxenty Parkway, Columbia, Howard County, Maryland 21044.
9. Annapolis Mall, 149 Annapolis Mall, Annapolis, Anne Arundel County, Maryland 21401.
10. Christiana Mall, 1118 Christiana Mall, Newark, New Castle County, Delaware 19702.
11. Burlington Mall, 1345 Burlington Mall, Burlington, Middlesex County, Massachusetts 01803.
12. Hanover Mall, 1775 Washington Street, Hanover, Plymouth County, Massachusetts 02339.
13. Northshore Shopping Center, Routes 128 and 114, Peabody, Essex County, Massachusetts 01960.
14. Warwick Mall, 112 Warwick Mall, Warwick, Kent County, Rhode Island 02886.

EXHIBIT A

Page 2

Re: Hamburgers Clothiers, Inc.

BOOK 516 PAGE 345

15. White Marsh Mall, 8200 Perry Hall Blvd., Parkville, Baltimore County, Maryland 21236.
16. Westview Mall, 5878 Baltimore National Pike, Catonsville, Baltimore County, Maryland 21228.
17. Westgate Mall, Routes 24 and 27, Brockton, Plymouth County, Massachusetts 02401.
18. Kennedy's, South Shore Plaza, 250 Granite Street, Braintree, Norfolk County, Massachusetts 02184.
19. Hamburgers, 10 North Charles Street, Baltimore (Independent City), Maryland 21201.
20. Hamburgers' Distribution Centre, 6340 Frankford Avenue, Baltimore (Independent City), Maryland 21206.

Marine Midland Business Loans, Inc.
Is Acting as Agent for the Following:

1. Society National Bank
800 Superior Avenue, N.E.
Cleveland, Ohio 44114
2. Equitable Bank, N.A.
100 South Charles Street
Baltimore, Maryland 21201
3. Marine Midland Business Loans, Inc.
Central Trust Center, Suite 1090
201 East Fifth Street
Cincinnati, Ohio 45202

EXHIBIT B
to
Financing Statement
Hamburgers Clothiers, Inc., Debtor
Marine Midland Business Loans, Inc.,
as Agent, Secured Party

This financing statement covers all property and interests therein of every kind and description (tangible or intangible, real, personal or mixed), wherever located, now owned or hereafter acquired by Debtor, and whether now existing or hereafter arising, including without limitation, (i) all Accounts Receivable, (ii) all Equipment, (iii) all Inventory, (iv) all General Intangibles, (v) all accessions and products, (vi) all additions to or substitutions or replacements for any of the foregoing, (vii) all proceeds of or from any of the foregoing, and (viii) in all cases, whether now owned or existing or hereafter acquired or arising.

"Accounts Receivable" shall include all accounts, accounts receivable, contract rights for the payment of money, instruments, other obligations and receivables and all other rights to payment, in all cases whether now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising.

"Equipment" shall mean all machinery, equipment, appliances, furniture, fixtures, supplies and tangible personal property of every kind and description, now owned or hereafter acquired by the Debtor.

"General Intangibles" shall mean all property (other than Accounts Receivable, Equipment and Inventory) including, but not limited to choses in action, tax refunds, trademarks, trade names, copyrights, patents, patent applications, judgments, awards and warehouse receipts, now owned or hereafter acquired by Debtor and whether now existing or hereafter arising.

"Inventory" shall mean all merchandise, finished goods, raw materials, work in process and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, wherever located, whether now owned or hereafter acquired by Debtor (including, without limitation, goods which are returned to or repossessed by Debtor) and whether now existing or hereafter arising.

Mail to Marine Midland

209100

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated July 29, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. "Taxes were paid to the Maryland Department of Assessments and Taxation in the amount of \$12,275.00."

1. DEBTOR

Name Hamburgers Clothiers, Inc.

Address 10 No. Charles Street, Baltimore MD 21202*

2. SECURED PARTY

Name Marine Midland Business Loans, Inc., as Agent*

Address Central Trust Center #1090, 201 East Fifth St., Cincinnati OH 45202
Ms. Lynn Decker

Thompson, Hine and Flory, 1100 Natl. City Bank Bldg., Cleveland OH 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

For a list of the types (or items) of property covered by this financing statement, see Exhibit B attached hereto, filed herewith, and incorporated herein.

* See Exhibit A hereto for a list of other addresses of the Debtor and for a list of the Banks and their respective addresses for which Marine Midland Business Loans, Inc. is acting as Agent.

RECORD FEE 17.00
POSTAGE .50

#023130 0745 R01 T144

08/19/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

"Duplicate Financing Statements were filed in 3 other local filing offices."

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Anne Arundel County
Clerk of Court

[Signature]
(Signature of Debtor)

Hamburgers Clothiers, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Marine Midland Business Loans, Inc., as Agent
Type or Print Above Signature on Above Line

8730

EXHIBIT A

List of Additional Addresses
for
Hamburgers Clothiers, Inc.

1. Kennedy's, 45 Milk Street, Boston, Suffolk County, Massachusetts 02109.
2. Towsontown Centre, 772 Fairmount Avenue, Towson, Baltimore County, Maryland 21204.
3. Reisterstown Road Plaza Shopping Center, 6730 Reisterstown Road, Baltimore (Independent City), Maryland 21215.
4. Park City Shopping Center, Park City Center, Lancaster, Lancaster County, Pennsylvania 17601.
5. Marley Station, 7900 Ritchie Highway, Glen Burnie, Anne Arundel County, Maryland 21061.
6. Hunt Valley Mall, 118 Shawan Road, Store #162, Cockeysville, Baltimore County, Maryland 21030.
7. Concord Mall, 4737 Concord Pike, Wilmington, New Castle County, Delaware 19803.
8. Columbia Mall, 10300 Little Patuxenty Parkway, Columbia, Howard County, Maryland 21044.
9. Annapolis Mall, 149 Annapolis Mall, Annapolis, Anne Arundel County, Maryland 21401.
10. Christiana Mall, 1118 Christiana Mall, Newark, New Castle County, Delaware 19702.
11. Burlington Mall, 1345 Burlington Mall, Burlington, Middlesex County, Massachusetts 01803.
12. Hanover Mall, 1775 Washington Street, Hanover, Plymouth County, Massachusetts 02339.
13. Northshore Shopping Center, Routes 128 and 114, Peabody, Essex County, Massachusetts 01960.
14. Warwick Mall, 112 Warwick Mall, Warwick, Kent County, Rhode Island 02886.

EXHIBIT A

Page 2

Re: Hamburgers Clothiers, Inc.

15. White Marsh Mall, 8200 Perry Hall Blvd., Parkville, Baltimore County, Maryland 21236.
16. Westview Mall, 5878 Baltimore National Pike, Catonsville, Baltimore County, Maryland 21228.
17. Westgate Mall, Routes 24 and 27, Brockton, Plymouth County, Massachusetts 02401.
18. Kennedy's, South Shore Plaza, 250 Granite Street, Braintree, Norfolk County, Massachusetts 02184.
19. Hamburgers, 10 North Charles Street, Baltimore (Independent City), Maryland 21201.
20. Hamburgers' Distribution Centre, 6340 Frankford Avenue, Baltimore (Independent City), Maryland 21206.

Marine Midland Business Loans, Inc.
Is Acting as Agent for the Following:

1. Society National Bank
800 Superior Avenue, N.E.
Cleveland, Ohio 44114
2. Equitable Bank, N.A.
100 South Charles Street
Baltimore, Maryland 21201
3. Marine Midland Business Loans, Inc.
Central Trust Center, Suite 1090
201 East Fifth Street
Cincinnati, Ohio 45202

EXHIBIT B
to
Financing Statement
Hamburgers Clothiers, Inc., Debtor
Marine Midland Business Loans, Inc.,
as Agent, Secured Party

This financing statement covers all property and interests therein of every kind and description (tangible or intangible, real, personal or mixed), wherever located, now owned or hereafter acquired by Debtor, and whether now existing or hereafter arising, including without limitation, (i) all Accounts Receivable, (ii) all Equipment, (iii) all Inventory, (iv) all General Intangibles, (v) all accessions and products, (vi) all additions to or substitutions or replacements for any of the foregoing, (vii) all proceeds of or from any of the foregoing, and (viii) in all cases, whether now owned or existing or hereafter acquired or arising.

"Accounts Receivable" shall include all accounts, accounts receivable, contract rights for the payment of money, instruments, other obligations and receivables and all other rights to payment, in all cases whether now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising.

"Equipment" shall mean all machinery, equipment, appliances, furniture, fixtures, supplies and tangible personal property of every kind and description, now owned or hereafter acquired by the Debtor.

"General Intangibles" shall mean all property (other than Accounts Receivable, Equipment and Inventory) including, but not limited to choses in action, tax refunds, trademarks, trade names, copyrights, patents, patent applications, judgments, awards and warehouse receipts, now owned or hereafter acquired by Debtor and whether now existing or hereafter arising.

"Inventory" shall mean all merchandise, finished goods, raw materials, work in process and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, wherever located, whether now owned or hereafter acquired by Debtor (including, without limitation, goods which are returned to or repossessed by Debtor) and whether now existing or hereafter arising.

Mail to

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ 25,000.00

If this statement is to be recorded in land records check here

This financing statement Dated 7-14-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bertrand A. Mason and Marilyn Mason
Address 290 W. Joyce Lane, Arnold, MD 21012

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE .50
4003140 0345 001 714154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/19/87

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1987 Correct Craft, 23', Fish Nautique, Hull #CTC11045G787, engine serial number #PRDWRR10273460

ASSIGNEE: Society for Savings
1290 Silas Deane Hwy.
Wethersfield, CT 06109

Anchorage: Mears Point, Annapolis, MD

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Bertrand A. Mason

Signature of Debtor: Marilyn Mason

Signature of Secured Party: First Commercial Corporation

1150

Anne Amodeo 7/30/87

FINANCING STATEMENT FORM UC 7-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael G. and Carter M. Hughes

Address 32 Franklin Street, Annapolis, MD 21401

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1987 Correct Craft, 23', Fish Nautique, hull #CTC11045G787, engine serial number #PRDWRR10273460

ASSIGNEE: Society for Savings
1290 Silas Deane Hwy.
Wethersfield, CT 06109

Anchorage: Mears Point, Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Michael G. Hughes
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Carter M. Hughes
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

10.50

Anne Anagnost
7/30/87

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

266881
510 - 237 Filed 4/2/1987

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Annapolis Pipeline, Inc.
4828 S. Polling House Rd.
Harwood, MD 20776

Check the box indicating the kind of statement.
Check only one box.

- () ORIGINAL FINANCING STATEMENT
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- (x) AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- () TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
8002 Discovery Drive #420
Richmond, VA 23229

Name & address of Assignee

RECORD FEE 10.00
POSTAGE .50
#023210 0345 R01 T14458
08/19/87

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

OK

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. Amend Motor Scraper Serial Numbers To Read as Follows:

Two (2) Caterpillar Model 613B
Motor Scrapers

Scrapers No. *608* Tractor No. *608*
72M06574 38W06745
72M06361 38W06505

Describe Real Estate if applicable:

Annapolis Pipeline, Inc.

Signature of Debtor if applicable (Date)

[Signature]
FILING OFFICER COPY

158

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

[Signature]

200100

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): _____ Address(es) _____
 Worldwide Leasing Corporation P.O.Box 1362
 Glen Burnie, Maryland 21061

6. Secured Party _____ Address _____
 Equitable Bank, National Association
 Attention: Linda Ditter 100 S. Charles Street
 Loan Documentation Asst. Baltimore, Maryland 21201

RECORD FEE 11.00
 POSTAGE .50
 MPTT00A 0345 R01 714759
 08/19/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof including, but not limited to, inventory listed on Schedule A attached.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors _____ Worldwide Leasing Corporation
 _____ (Seal) BY: _____ (Seal)
 _____ (Seal) BY: _____ (Seal)
 Robert Lewis, Secretary

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

11/10

7

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Worldwide Leasing Corporation.

EQUIPMENT LIST

IBM PCXT	63954035160
IBM PCXT	63955285160
IBM PCXT	63953725160
IBM PCXT	64384285160
IBM PC	#18283455150
IBM PCXT	#20266765160
OKIDATA 192 PRINTER	#508A0089263
OKIDATA 192 PRINTER	504A0045270
OKIDATA 192 PRINTER	508A0090971
OKIDATA 192 PRINTER	505A0057266
OKIDATA 192 PRINTER	505A0059227
OKIDATA 192 PRINTER	#603A1008480
TAXAN 620 COLOR MONITOR	#F005935
TAXAN 620 COLOR MONITOR	#F008043
AMDEK 600 COLOR MONITOR	#Y6B020676
AMDEK 600 COLOR MONITOR	#Y6B019542
AMDEK 600 COLOR MONITOR	#Y6B019546
AMDEK 600 COLOR MONITOR	#Y5L016055
MERLIN PHONE INHACEMENT	

All of the Obligor's right, title, privilege and interest which debtor has or may have in the following lease agreements:

Form 684 (1/82)

agreement #86-04-322 dated March 26, 1986
 agreement #86-05-323 dated April 20, 1986
 agreement #86-09-320 dated September 30, 1986
 agreement #86-12-324 dated December 30, 1986

covering the equipment described in this Schedule A hereinafter sometimes referred to as "Lease Agreements", between Obligor and St. Paul Computer Center, Inc., including all rents and payments and other income now due and hereafter to become due therefrom on the lease for equipment hereafter pledged to Equitable Bank, N.A. National Association as collateral pursuant to a Security Agreement.

Form 684 (1/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

209200

ANNE ARUNDEL

BOOK 516 PAGE 356

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. Name of Debtor(s) (or Assignor) and address:
St. Paul Computer Center
300 Hospital Drive
Glen Burnie, Maryland 21061
- 2. Name of Secured Party and address:
Worldwide Leasing Corporation
P.O.Box 1362
Glen Burnie, Maryland 21061
- 3. Name of Assignee and address:
Equitable Bank, National Association
100 S. CHARLES STREET
Baltimore, Maryland 21201

4. This Financing Statement covers the following types (or items) of property:

see Schedule A attached

RECORD FEE 11.00

JA POSTAGE .50

MD23230 0345 R01 114:59

03/19/87

5. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$.....
- (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)
The above-described crops are growing or to be grown on:
- (If Collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)
The above-described goods are affixed or to be affixed to:
- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of collateral are covered). Products of the Collateral are also covered.

Debtor(s): St. Paul Computer Center, Inc.

Secured Party:
Worldwide Leasing Corporation

By: [Signature]
Frederick Levinsky, President

By: [Signature]
(Authorized Signature)
Frederick Levinsky, President
(Type Name and Title)

Dated: 7-14, 1987

By: [Signature]
Robert Lewis, Secretary

(Note: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to address shown in 3 above.)

Form 682

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

11/50

[Handwritten mark]

SCHEDULE A

BOOK 516 PAGE 357

This Schedule A is attached to and made a part of a Financing Statement by and between St. Paul Computer Center (the "Debtor"), Worldwide Leasing Corporation (the "Secured Party") and Equitable Bank, National Association (the "Assignee").

EQUIPMENT LIST

IBM PCXT	63954035160
IBM PCXT	63955285160
IBM PCXT	63953725160
IBM PCXT	64384285160
IBM PC	#18283455150
IBM PCXT	#20266765160
OKIDATA 192 PRINTER	#508A0089263
OKIDATA 192 PRINTER	504A0045270
OKIDATA 192 PRINTER	508A0090971
OKIDATA 192 PRINTER	505A0057266
OKIDATA 192 PRINTER	505A0059227
OKIDATA 192 PRINTER	#603A1008480
TAXAN 620 COLOR MONITOR	#F005935
TAXAN 620 COLOR MONITOR	#F008043
AMDEK 600 COLOR MONITOR	#Y6B020676
AMDEK 600 COLOR MONITOR	#Y6B019542
AMDEK 600 COLOR MONITOR	#Y6B019546
AMDEK 600 COLOR MONITOR	#Y5L016055
MERLIN PHONE INHACEMENT	

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MCO Computer Supplies, Inc./Techmate Computer Supplies, Inc.
Address 1177 Goldfinch Lane, Millersville, MD 21103

2. SECURED PARTY

Name Maxell Corporation of America
Address 60 Oxford Drive

Moonachie, N. J. 07074

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

PAID BY CASH R01 114:59

4. This financing statement covers the following types (or items) of property: (list)

03/19/87

Blank recording tape, video tape, batteries, and computer disks of every kind, nature, and description wherever located together with all accessories thereto, now in the Debtor's possession or hereafter to be acquired by the Debtor with the Trademark of Maxell and all proceeds of same.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alan A. Bennett vice President
(Signature of Debtor)

Alan A. Bennett
Type or Print Above Name on Above Line

Joseph M. Cleary
(Signature of Debtor)

EUGENE M. CLEARY
Type or Print Above Signature on Above Line

Joseph D. Lee CREDIT MANAGER
(Signature of Secured Party)

JOSEPH D. LEE
Type or Print Above Signature on Above Line

180

20

2002/3

BOOK 516 PAGE 360

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es) ELDRIDGE LAWN CARE, Inc. 896 EVERGREEN ROAD SEVERN, MARYLAND 21144	2. Secured Party(ies) and address(es) BALDWIN SERVICE CENTER INC, 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 JA #023490 0345 A01 715:28 02/18/87
--	---	---

4. This financing statement covers the following types (or items) of property:

1 - NEW KUBOTA TRACTOR	MN# L2250	SN# 53854
1 - NEW KUBOTA LOADER	BF400G	13214
1 - NEW WOODS BACKHOE	BH750	03935

KUBOTA CONTRACT #13400 - 812369

5. Assignee(s) of Secured Party and Address(es)
KUBOTA CREDIT CORP
PO BOX 105598
ATLANTA, GEORGIA
30348-5598

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

RICKEY A. ELDRIDGE PRES.	BALDWIN SERVICE CENTER INC.
By: <u>Rickey A. Eldridge Pres.</u> Signature(s) of Debtor(s)	By: <u>Ilse H. Fink</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1

2000-1

BOOK 516 PAGE 361

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Bud Harding Contracting, Inc. P. O. Box 23 Lothian, MD 20711	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P.O. Box 995 Baltimore, MD XXXX 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	RECORD FEE 11.00 POSTAGE .50 For Filing Officer #000240 0040 R03 T15:46 09/19/87

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Catapillar Model #943LGP Track Loader S/N 19Z00608

NOT SUBJECT TO RECORDATION TAX

(~~XXX~~ (A.A.))

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Bud Harding Contracting, Inc. <i>[Signature]</i> (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) (or Assignees) Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See G.S. 25-9-402 (2)
---	--

(1) Filing Officer Copy - Numerical

UCC-1

200005

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	
(1) Debtor(s) (Last Name First) and Address(es) The Wexford Construction Corp. P. O. Box 39 Pasadena, MD 21122 M-31629-1	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237		RECORD FEE 11.00 POSTAGE .50 #000250 U040 R03 715:47 Jax 08/19/87
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered. (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s); in section 25.</small>	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #613C Tractor S/N 92X01216

NOT SUBJECT TO RECORDATION TAX

(AA)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) The Wexford Construction Corp. (By) <i>[Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Office Copy - Numerical	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and X <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
--	---

UCC-1

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

RECORD FEE 10.00
POSTAGE .50
#014050 C237 R02 T11:15
08/19/87

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 224371 recorded in Liber 401, Folio 135 on 4/18/79 at Anne Arundel County Maryland



1 DEBTOR(S) Scomar, Inc. T/A Library Restaurant
 ADDRESS(ES) 1803 West Street
Annapolis, MD 21401

2 SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION Collateral Unit
 ADDRESS MAILSTOP: 500-501, Post Office Box 957, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a Not subject to Recordation Tax.
 b Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 _____

DEBTOR(S) _____
(Signature necessary only if Item 6 is applicable)

BY _____ (SEAL)

BY _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY Maryland National Bank

BY [Signature] (SEAL)

Mark T. Blizzard, Vice President

(Type Name and Title)

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

2025 RELEASE

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name, First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

The Driggs Corporation
8700 Ashwood Drive
Capitol Heights, MD 20743

General Electric Credit Corporation
10480 Little Patuxent Parkway
Columbia, MD 21044

JA RECORDS FEE 11.00
POSTAGE .50

RECORDED 0345 R01 110146

4. This financing statement covers the following types (or items) of property:

The following equipment is located in the county of Anne Arundel, state of MD: one (1) Caterpillar Wheel Loader, model 980, S/N 63X05827 and one (1) Badger Hydroscopic Truck, model 460, S/N 201027 with all attachments, accessories and additions now or hereafter attached thereto and made a part thereof.
Not subject to recordation tax - for notification purposes only.

5. Assignee(s) of Secured Party and Address(es) 08/20/87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court, Anne Arundel Co., MD

By: _____
Signature(s) of Debtor(s)

General Electric Credit Corporation
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
11-23

STATE OF MARYLAND

BOOK 516 PAGE 365

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259010

RECORDED IN LIBER 491 FOLIO 142 ON 11/1/85 (DATE)

1. DEBTOR

Name Specialty Building Products, Inc.

Address 6792 Mid Cities Avenue, Betsville, Maryland 20705

2. SECURED PARTY

Name Marine Midland Bank, N.A., as Agent

Address 140 Broadway, New York, New York 10015

RECORD FEE 10.00

POSTAGE .50

#02040 0345 001 710439

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/20/87

OK

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Amendment
	See Schedule A attached hereto and made a part hereof	
	Filed with the Clerk of the Circuit Court of Anne Arundel County	

Charles A. DeBru
(Signature of Debtor)

SPECIALTY BUILDING PRODUCTS, INC.

Dated August 14, 1985

Eileen T. McColgan, AVP
(Signature of Secured Party)

MARINE MIDLAND BANK, N.A., AS AGENT

Type or Print Above Name on Above Line

1082

Schedule A to Financing Statement
by Marine Midland Bank, N.A., as Agent ("Secured
Party") against Speciality Building Products, Inc. ("Debtor")

The UCC-1 financing statement filed by Secured Party against Debtor referred to on the annexed printed UCC form is hereby amended as follows:

the phrase "Manufacturers Hanover Trust
Company, as Agent
270 Park Avenue
New York, New York 10017"

is deleted and the following phrase is substituted
therefor: "Marine Midland Bank, N.A., as Agent
140 Broadway
New York, New York 10015"

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 5 August 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Judy's Party Shop
Address 2327-C Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached.

RECORD FEE 11.00
POSTAGE .50
4024980 0345 R01 T10433
08/20/87
JA

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Judy's Party Shop
XXXXXXXXXXXXXXXXXXXX
Type or Print Above Name on Above Line
Judith A. Desomma
(Signature of Debtor)
Richard Desomma
XXXXXXXXXXXXXXXXXXXX
Richard Desomma

Bay National Bank
(Signature of Secured Party)
John J. Feldman, III, Vice President
Type or Print Above Signature on Above Line

11.50

SCHEDULE "A"

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount of \$35,000.00 and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203211

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here. []

This financing statement Dated 14 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TMG, Inc. t/a Lord's and Lady's
Address 2307 B Forest Drive, Festival, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached

RECORD FEE 13.00
POSTAGE .50
4024970 0345 R01 T10#33
08/20/87
JA

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

TMG, Inc. t/a Lord's and Lady's
Teena M. Carlucci, President

Type or Print Above Name on Above Line
Teena M. Carlucci
Teena M. Carlucci, Individually
Type or Print Above Signature on Above Line

Bay National Bank

Lee M. Donovan
Lee M. Donovan, President
Type or Print Above Signature on Above Line

Pv etal

13.80

SCHEDULE "A"

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount of 45,000.00 and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 371
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 31 July 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K.C. Pet Center, Inc. t/a Docktor Pet Center
Address 29 Parole Plaza, Annapolis, Maryland 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached

RECORD FEE 12.00
POSTAGE .50
HQP4960 D345 R01 T10732
08/20/87
A

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

K.C. Pet Center, Inc. t/a Docktor Pet Center

By: Gerald L. Keating
(Signature of Debtor)

Gerald L. Keating, President
Type or Print Above Name on Above Line

Shelby D. Cook
(Signature of Debtor)

Shelby D. Cook, Treasurer
Type or Print Above Signature on Above Line

Bay National Bank
John J. Feldman, III
(Signature of Secured Party)

John J. Feldman, III Vice President
Type or Print Above Signature on Above Line

12-87

SCHEDULE "A"

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount of \$150,000.00 and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 373
Identifying File No. 2000113

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 14 August 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kors Marlar Savage & Associates of Maryland, Inc.
Address 410 Severn Avenue, Suite 403, Annapolis, Maryland 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule "A" Attached

RECORD FEE 11.00
POSTAGE .50
#024950 C345 R01 T10432
09/20/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kors Marlar Savage & Associates of Maryland, Inc.

H. Edward Muendel
(Signature of Debtor)

H. Edward Muendel
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Lee M. Donovan
(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

7/80

SCHEDULE "A"

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor(s) in favor of the Secured Party in the amount of \$100,000.00 and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property:

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks.

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

TO BE FILED IN THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 464

Identification No. 36758

Dated September 15, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.
 Name or Names—Print or Type
1133 Greenwood Road, Baltimore, Maryland 21208
 Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
 Name or Names—Print or Type
3725 Old Court Road, Baltimore, Maryland 21208
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATED</p>

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

RECORD FEE 10.00
 POSTAGE .50
 #024920 0345 R01 T10427
 08/20/87

OK

Date: March 10, 1987

Yorkridge-Calvert Savings & Loan Association
Name of Secured Party

Joseph J. Basta, Sr.
Signature of Secured Party

Joseph J. Basta, Sr., Vice President
Type or Print (Include Title if Company)

Form 804, Form T-1

10.50

BOOK 516 PAGE 376

BOOK 502 PAGE 460

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 37, 40, 41 and 58,
as shown on the Plat entitled "Phase Two, Plat 1, Section 10,
Shipley's Choice", which Plat is recorded among the Land Records
of Anne Arundel County in Plat Book 100 folio 46.

RECORDED IN PLAT BOOK 100 FOLIO 46

TO BE FILED IN THE FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 504

Page No. 233

Identification No. 02728

Dated October 21, 1986

1. Debtor(s) { Sulin Enterprises, Ltd.
Name or Names—Print or Type
1133 Greenwood Road, Pikesville, Maryland 21208
Address—Street No., City - County State Zip Code

2. Secured Party { Yorkridge-Calvert Savings & Loan Association
Name or Names—Print or Type
3725 Old Court Road, Baltimore, Maryland 21208
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

MD24830 0345 R01 T10420

08/20/87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED AS Lot No. 49 as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Date: March 10, 1987

Yorkridge-Calvert Savings & Loan Association

Name of Secured Party

Signature of Secured Party

Joseph J. Basta, Sr., Vice President

Type or Print (Include Title if Company)

10.50

200213

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
 J. E. and Sons, Inc.
 808 Ruxshire Drive
 Arnold, MD 21012
 M-31693-1

(2) Secured Party(ies) (Name(s) And Address(es))
 Alban Tractor Co., Inc.
 P.O. Box 9595
 Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
 If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 11.00
 4024530 0345 R01 TOP457
 03/20/87
 POSTAGE .50
 4024540 0345 R01 TOP457
 03/20/87

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) CateprillarModel #613 Tractor S/N 92X00995
 One (1) Caterpillar Model #613 Scraper S/N 93X00947
 NOT SUBJECT TO RECORDATION TAX

(AA)

~~XX~~ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

J. E. and Sons, Inc.

Alban Tractor Co., Inc.

Secured Party(ies) [or Assignees]

(By) [Signature]
 Standard Form Approved by N.C. Sec. of State and other states shown above.

(By) [Signature]
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

1100

209216

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): David G. Smith Lumber P.O. Box 115 Davidsonville, MD 21035 M-31749	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE 121.00 POSTAGE .50 #024520 0345 402 109456 08/20/87 JA
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party. Address(es)	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #920 Wheel Loader S/N 62K13205
 One (1) New Balderson Model #BLL920 Log & Lumber Fork S/N 142095

NOT SUBJECT TO RECORDATION TAX (AA)

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) David G. Smith Lumber Co <i>David G. Smith</i> owner Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy - Numerical 12.00	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>Mark M. Volk</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
--	--

UCC-1

14 111960

STATE OF MARYLAND

BOOK 516 PAGE 380

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 227146

RECORDED IN LIBER 412 FOLIO 196 ON 8/13/79 (DATE)

1. DEBTOR

Name Ultra Corporation
Address 320 Quaker Ridge Road, Timonium MD 21093

2. SECURED PARTY

Name Allied Lending Corporation
Address 1666 K Street, N.W., Suite 901, Washington DC 20006

RECORD FEE 10.00

POSTAGE .50

8124330 0345 R01 TOP40

08/20/87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

RETURN TO:
SAFECO TITLE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

Dated 7-15-87

David B. Parker
(Signature of Secured Party)
Allied Lending Corporation

Type or Print Above Name on Above Line

105

1050

FINANCING STATEMENT FORM UCC-1 200201 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 291,111.00**

If this statement is to be recorded in land records check here.

** RECORDATION TAX PAID WITH THE MARYLAND DEPT. OF ASSESSMENTS & TAXIATION This financing statement Dated June 19, 1987 is presented to a filing officer for filing pursuant to the ON THE AMOUNT OF TAXABLE DEBT LISTED.

1. DEBTOR

Name Potomac Airgas, Inc.

Address 5192 Raynor Road, Linthicum, MD 21090

2. SECURED PARTY

Name NCNB National Bank of North Carolina, as Agent

Address One NCNB Plaza, Charlotte, N.C. 28255

Christopher C. Kupec, Moore & Van Allen, 3000 NCNB Plaza, Charlotte, N.C. 28280 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Rider A attached hereto and made a part hereof.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) See Rider A attached hereto and made a part hereof.

(Proceeds of collateral are also covered) (Products of collateral are also covered)

Potomac Airgas, Inc.

By: (Signature of Debtor) Peter McCausland

Potomac Airgas, Inc. Type or Print Above Name on Above Line Peter McCausland

(Signature of Debtor)

Type or Print Above Signature on Above Line

NCNB National Bank of North Carolina, as Agent

By: (Signature of Secured Party) NCNB National Bank of North Carolina, as Agent

By: David A. Hodson, V.P. Type or Print Above Signature on Above Line

11/90 Anne Arundel Co, md

RIDER A

(a) All of the Debtor's present and/or future accounts, accounts receivable, receivables, contracts, contract rights, book debts, general intangibles, checks, notes, drafts, instruments, chattel paper, documents, acceptances, choses in action, and other forms of obligations and receivables, together with all proceeds thereof, all monies due and to become due thereon and all returned or repossessed goods, now or hereafter owned or held by or payable to the Debtor;

(b) All of the Debtor's presently owned or hereafter acquired inventory, including, without limitation, all finished and unfinished merchandise, raw materials, components, parts and work in process, wherever located and by whomsoever held, and all additions and accessions thereto, together with all proceeds thereof;

(c) All of the Debtor's now owned or hereafter acquired machinery, equipment, furniture, furnishings, rolling stock, vehicles and fixtures, wheresoever located, together with all replacements, substitutions, accessories, additions, tools and parts thereto and all proceeds therefrom including insurance proceeds.

A portion of the above described goods may be or may become affixed to the following property:

5192 Raynor Road
Linthicum, MD 21090
Record Owner: Winston R. Blenkstone and Nora K. Rawlinson

Butler Leasing Company

BOOK 516 PAGE 383

FINANCING STATEMENT (FORM UCC-1)

209717

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):
PRIME AIR, INC.

91 AQUAHART RD. #301
GLEN BURNIE, MD. 21061

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

RECORD FEE 11.00
POSTAGE .50
402-050 0345 801 TOP#22
05/20/87

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

1 OMEGA IV EX 616 TELEPHONE SYSTEM INCLUDING:

1 616 KSU

1 DAB-DAO TELEPHONE

7 DA TELEPHONES

D.A.

F.R.P. 7-27-87

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
PRIME AIR, INC.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY:

Frazier R. Pittman
Frazier R. Pittman, President
PRINT NAME & TITLE

BY:

Deborah Scherr
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

11/90
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

269213

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Stratton, James E. 917 Mallard Circle Arnold, MD 21012	Star Continental Casualty Company CNA Plaza Chicago, IL 60685	RECORD FEE 11.00 POSTAGE .50 NOV 17 1987 10 10 21

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Ala Moana Hi-Rise Associates L.P., a Delaware limited partnership, including all of Debtor's rights and interest in said limited partnership, and any successor limited partnership and under the limited partnership' agreement relating thereto.

05/20/87

ASSIGNEE OF SECURED PARTY

No Recordation Tax required.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Janet A. Simmons, authorized signatory
for VMS Realty Investment, Ltd., Attorney-
in-Fact for

By: *James E. Stratton*
Signature(s) of Debtor(s)

Continental Casualty Company

By: *Wayne K. Miller*
Signature of Secured Party

Attorney-in-Fact

(STANDARD)

(IN FILING OFFICE COPY ALPHABETICAL)

1150

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div. 30 Trinity St. Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
Gould Electronics Ocean Systems Division 6711 Baymeadow Drive Glen Burnie, MD 21061	General Dynamics Corp. Electric Boat Division Eastern Point Rd. Groton, CT 06340	

1. This financing statement covers the following types (or items) of property (Describe):

a) All personal property, including, without limitation, raw materials, inventory, work-in-process, equipment, finished goods, drawings, designs, models, tools, dies and molds now or hereafter acquired, and any and all increases, additions, accessions, substitutions and proceeds thereto, used or to be used in connection with the completion of Purchase Order R3134-705 as heretofore, hereafter or hereby supplemented, between Buyer and Seller. b) All present and future contract rights relating to Seller's completion of said purchase order, including without limitation, any shop orders or purchase orders used or issued by Seller to other parties, together with all rights relating thereto.

2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)

3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet), and filing statement is to be filed for record in the real estate records

4. (If debtor does not have an interest of record) the name of the owner is _____

4. (If products of collateral are claimed) products of collateral are also covered

Number of additional sheets presented _____ Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes 601-709-12

WHICHEVER IS APPLICABLE	Gould Electronics _____ Signature of Debtor (Or Assignor)	GD/EBDiv _____ Signature of Secured Party (Or Assignee)	POSTAGE .50 08/20/87
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STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... July 31 19 87

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 243059 in Office of W. Garrett Larrimore Anne Arundel MD
Liber 451 page 81 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

LARRY W. AND MARY E. HELMS
383 CHESTNUT TRAIL
CROWNSVILLE, MD 21032

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Household Finance Corporation
Secured Party

By
Its Branch Office Manager

D. R. Bullis

Household Finance Corporation

Form 91 MD (3-79)
7562 Ritchie Highway
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50

#023900-0345 R01 T09:11

08/20/87

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10.50

BC-4377

BOOK 516 PAGE 387

200321

[DOCUMENT NOT SUBJECT TO RECORDATION TAX]

FINANCING STATEMENT

TO BE RECORDED
IN THE CHATTEL RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

RECORD FEE 22.00
POSTAGE .50
#016170 0207 R02 114:17
08/20/87

JA

Date: August 19, 1987

1. NAME AND ADDRESS OF DEBTOR: PATAPSCO CENTRAL LIMITED PARTNERSHIP, a Maryland limited partnership
c/o James F. Knott Development Corporation
110 West Road, Suite 203
Towson, Maryland 21204
2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, Canada M4W 1H1
3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust, dated August 19, 1987 (the "Deed of Trust"), between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.
4. PROPERTY COVERED: This Financing Statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof,

and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom, and all present and future security deposits delivered in connection therewith; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods, and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and

compressors, and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER:

The Record Owner of the land and premises is the Debtor.

6. PROCEEDS:

Proceeds of the property are covered.

PATAPSCO CENTRAL LIMITED PARTNERSHIP, a Maryland limited partnership

[Corporate Seal]
~~ATTEST. WITNESS:~~

By: James F. Knott Development Corporation, a Maryland corporation, General Partner

By: Claire E. Jordan
Claire E. Jordan

By: James F. Knott
James F. Knott, President

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
Suite 1100-K
1801 K Street, N.W.
Washington, D.C. 20006

ATLANTIC TITLE COMPANY
307 N. Charles Street
2nd Floor
Baltimore, MD 21201

SCHEDULE "A" TO FINANCING STATEMENT
DESCRIPTION OF THE REAL PROPERTY

BOOK 516 PAGE 390

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21204

Description of an 11.11 Acre Parcel
of Land More or Less,
Fatapsco Industrial Park.

October 30, 1985

Beginning for the same at a point designated ⑥ as shown on a plat entitled "Fatapsco Industrial Park, Addition to Block 'A' Parcel 'B'", dated July 16, 1979 and recorded among the Plat Records of Anne Arundel County, Maryland as plat no. 3906 in Book 74 folio 31, running thence binding on the west outline of the above mentioned plat, and reversing the bearing as shown on said plat, 1) South 23° 02' 07" West 764.80 feet, running thence continuing to bind on the outline of said plat reversely for part of the distance on the South 66° 57' 53" East 92.00 foot line, and reversely for part of the distance on the South 66° 57' 53" East 324.99 foot line or North outline as shown on plat entitled "Patapsco Industrial Park, Block 'A', Parcel 'C'", dated January 16, 1978 and recorded among the Plat Records of Anne Arundel County, Maryland as plat no. 3531 in Book 67 folio 6, in all, 2) North 66° 57' 53" West 416.99 feet to the east side of Central Avenue proposed 60 feet wide, running thence binding on the east side of Central Avenue for part of the distance on the North 05° 55' 47" East 53.63 foot line of the hereinmentioned second plat (No. 3531) and for part of the distance on the North 05° 55' 47" East 245.14 foot line as shown on a Anne Arundel County Department of Public Works Right of Way Plat dated July 29, 1985, (to be recorded in Anne Arundel County), in all, 3) North 05° 55' 47" East 298.77 feet, running thence continuing to bind on the east side of the cul-de-sac of Central Avenue and as shown on the abovementioned Right of Way Plat, the two following courses, viz: 4) northeasterly by a curve to the right having a radius of 50.00 feet for a distance of 58.44 feet, said curve being subtended by a chord bearing North 39° 24' 38" East 55.16 feet, and 5) northwesterly by a curve to the left having a radius of 65.00 feet for a distance of 178.07 feet, said curve being subtended by a chord bearing North 05° 35' 20" West 127.28 feet and to intersect the 2nd or South 77° 17' East 184.30 foot line as described in the Saving and Excepting portion of the first parcel of land as described in a deed dated March 23, 1937 between Harry A. Smuck et ux and The Arundel Corporation recorded among the Land Records of Anne Arundel County, Maryland in Liber F.A.M. 162 folio 61, running thence binding on part of said 2nd line and on all of the 3rd and 4th lines of the abovementioned Saving and Excepting portion, the three following courses, viz: 6) South 84° 04' 13" East 139.30 feet, 7) North 05° 55' 47" East 260.00 feet, and 8) North 84° 04' 13" West 184.30 feet and to intersect the 12th or North 12° 43' East 1495 foot line at the center of Central Avenue as described in the first parcel of the hereinabove mentioned deed (F.A.M. 162 folio 61), running thence binding on part of said 12th line, and on the center of said Central Avenue, 9) North 05° 55' 47" East 268.10 feet to the end of the 9th or South 5° 57' 18" West 768.93 foot line of Parcel 'A' as described in deed dated November 15, 1977 between the Arundel Corporation and the State of Maryland, to the use of the Department of Natural Resources and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3036 folio 762, running thence binding or intended to bind on the

SCHEDULE "A" TO FINANCING STATEMENT
(continued page 2)

BOOK 516 PAGE 391

property of the Department of Natural Resources, 10) North 85° 16' 08" East 220.06 feet to the end of the last or North 40° 10' 45" West 730.58 foot line, of Parcel 'B' as described in the herein second mentioned deed (Liber W.G.L. 3036 folio 762), running thence binding reversely on part of said last line, 11) South 40° 11' 23" East 620.47 feet to the place of beginning.

Containing 11.11 acres of land more or less.

Being part of that parcel of land as described in a deed dated March 23, 1937 between Harry A. Smuck et ux and The Arundel Corporation recorded among the Land Records of Anne Arundel County, Maryland in Liber F.A.M. 162 folio 61.

Subject to and together with the use in common with others entitled thereto, in Central Avenue, the centerline being the 9th or North 05° 55' 47" East 268.10 foot line of the hereinabove described 11.11 acre ± parcel.

Mail to Atlantic

20011112

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 15.00
POSTAGE .50
#016280 0237 R02 T14:58
08/20/87
JA

FINANCING STATEMENT

1. Debtor: RIVERBAY ASSOCIATES
Address: c/o John A. Bruno
920 Bestgate Road
Annapolis, Maryland 21401
2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

15-40
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the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

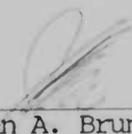
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any construction of a commercial office building on the property or business conducted on the property.

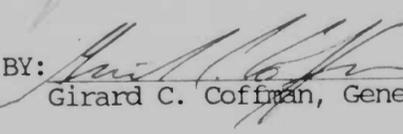
4. The aforesaid items covered by this Financing Statement are included as security in the Consolidation of Deed of Trust Notes and Deeds of Trust Modification Agreement and Consolidated Deed of Trust Note executed even date herewith in the amount of \$7,950,000.00 between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RIVERBAY ASSOCIATES
a Maryland General Partnership

BY:  (SEAL)
John A. Bruno, General Partner

BY:  (SEAL)
Girard C. Coffman, General Partner

Dated: 8/11/87

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S40232ms.fin

EXHIBIT A

ALL THAT lot or parcel of ground situate, lying and being in the Third Taxing District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the beginning of that parcel of land, which by Deed dated December 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 604, folio 118, was conveyed by George S.L. Wilson and Bernice H. Wilson, his wife, to the State of Maryland, to the use of the State Roads Commission of Maryland; running thence and binding on a part of the first line described in said Deed North $6^{\circ} 53' 50''$ East 602 feet, more or less, to the Southernmost right of way line of outer roadway and appurtenances as shown on State Roads Commission of Maryland's Plat No. 9935; running thence and binding on said Southernmost right of way line of outer roadway and appurtenances South $83^{\circ} 04' 10''$ East, a distance of 200 feet to intersect the third line of the land conveyed as aforesaid by George S.L. Wilson and Bernice H. Wilson, his wife, to the State; thence running and binding on a part of the third and all of the fourth lines described in said Deed, the two following courses, viz: South $6^{\circ} 53' 50''$ West 568 feet, more or less, to the end of said third line, and thence South $87^{\circ} 05' 10''$ West 202.96 feet to the place of beginning. Containing 2.7 acres of land, more or less.

BEING THE same property which was conveyed from M, Inc., Russell A. Rourke and Judith A. Rourke, his wife, and Robert P. deStefano and Nancy V. DeStefano, his wife, and Farmers National Land Corp., to Dunton, Inc., Grantee, a body corporate of the State of Maryland, by Deed dated January 24, 1984, and recorded among the Land Records of Anne Arundel County in Liber 3688, folio 813.

AND BEING all the lands conveyed unto RIVERBAY ASSOCIATES by DEED dated September 30, 1985, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4022 at folio 103.

Please return to:

Blumenthal, Wayson, Downs, & Offutt, P.A.
80 West Street
Annapolis, Maryland 21401
Attn: David S. Bruce, Esq.

2091272

BOOK 516 PAGE 395

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Not Subject To Recordation Tax. *Indemnity Obligation*

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTORS: JAMES W. GOODE
MARGARET GOODE
756 Whitneys Landing Road
Crownsville, Maryland 21032

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Daniel G. Bittner,
Commercial Loan Officer

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication

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systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of _____ page(s).

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTORS:

[Signature]

James W. Goode (SEAL)
JAMES W. GOODE

Date: June 30, 1987

[Signature]

Margaret Goode (SEAL)
MARGARET GOODE

Date: June 30, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 6553

BB5140038
6553-1.FS

EXHIBIT A

PARCEL ONE

All that lot of ground situate in Anne Arundel County, Maryland and described as follows:

BEGINNING for the first thereof on the East side of Fairview Avenue at a point distant 50 feet northerly from the lot of ground conveyed by said Casper Barnes and wife to Henry Schultz and wife, by deed dated December 13, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 46, folio 45 and running thence northerly binding on the east side of Fairview Avenue 100 feet, thence easterly parallel with the northernmost line of said Schultz's lot 190 feet more or less, to the easternmost outline of the whole tract conveyed by Oregon R. Benson, Jr. and wife to Casper Barnes and wife dated October 1, 1920 and recorded among the Land Records in Liber W.N.W. 13, folio 416, thence southerly along said outline of the whole tract 100 feet and thence parallel with the second line mentioned in this description 210 feet more or less, to the east side of Fairview Avenue, the place of beginning.

BEGINNING for the second thereof on the east side of Fairview Avenue at a point distant 100 feet northerly from the southwest corner of Lot of ground conveyed by Oregon R. Benson, Jr. and wife to Casper Barnes and wife by deed dated October 1, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 13, folio 416. Said point of beginning being at the end of the first line of the lot of ground which by deed dated September 13, 1921 and recorded among the Land Records in Liber W.N.W. No. 46, folio 45 was conveyed by Casper Barnes and wife to Henry C. Schultz and wife, running thence northerly bounding on the East side of Fairview Avenue 50 feet to the lot of ground which by deed dated June 15, 1922 and recorded among the Land Records in Liber W.N.W. No. 57, folio 90, was conveyed by Casper Barnes and wife to George R. Harms and wife, running thence easterly bounding on Harms' lot 200 feet more or less to the easternmost outline of the whole tract of ground belonging to said Casper Barnes and wife, running thence southerly bounding on said easternmost outline 50 feet more or less to the lot of ground conveyed to Henry C. Schultz and wife as aforesaid; and thence westerly bounding on said Schultz's lot 208.5 feet more or less to the place of beginning.

SAVING AND EXCEPTING, however, all that parcel of the above-described lots of ground which by deed dated June 24, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1215, folio 413, etc., was granted and conveyed by Walter R. Nevitt et al into the State of Maryland to the use of the State Roads Commission of Maryland.

PARCEL TWO

All that lot of ground situate in Anne Arundel County, Maryland and described as follows:

BEGINNING at a point at the intersection of the westernmost right of way line of Fairview Avenue, 30 feet wide, and the right of way line of Ramp "E" of the Baltimore Beltway as shown on the State Roads Commission Plat numbers 16391 and 16392 said point of beginning also being at the end of the South 92 degrees 38 minutes 40 seconds West 229.99 foot line of Lot Three as shown on a Plat of William H. Koellner, et ux, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1457, folio 49; thence binding reversely along said line and on the westernmost line of Fairview Avenue (1) North 02 degrees 38 minutes 40 seconds East a distance of 129.51 feet to a point, thence leaving the westernmost right of way line of Fairview Avenue and crossing said right of way for a new line of division (2) South 87 degrees 21 minutes 20 seconds East a distance of 30.00 feet to a point on the easternmost right of way line of Fairview Avenue, said point also being at the end of the first or 100 foot line of the first parcel of land described in a Deed dated December 27, 1985, and recorded among the Land Records of Anne Arundel County in Liber 4102, folio 331; thence binding reversely on said line to the end thereof and continuing in the same direction and in part along the first or 50 foot line of the second parcel of land described in the above-mentioned Deed and along the easternmost right of way line of Fairview Avenue (3) South 2 degrees 38 minutes 40 seconds West a distance of 138.43 feet to the intersection of the easternmost right of way line of Fairview Avenue and the right of way line of Ramp "E" as shown on the above-mentioned State Roads Commission Plats; thence binding on the right of way line of Ramp "E" (4) North 70 degrees 48 minutes 00 seconds West a distance of 31.30 feet to the point of beginning. Containing 4,019.13 square feet of land, more or less, or 0.0923 acres of land, more or less.

BEING that same lot of ground which was granted to the within GRANTOR by Anne Arundel County, Maryland in a Quit Claim Deed recorded in the Land Records of Anne Arundel County in Liber 4327, folio 862.

PARCEL THREE

All that lot of ground situate in Anne Arundel County, Maryland and described as follows:

BEING all that lot of ground known and designated as Lot 3 as shown in Plat of William H. Koellner, et ux, which Plat is recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1457, folio 49. The improvements thereon being known as 820 Fairview Avenue.

BOOK 516 PAGE 401

PARCEL FOUR

All that lot of ground situate in Anne Arundel County, Maryland and described as follows:

BEING all that lot of ground known and designated as Lot No. 301, Section 1, Plat 2 as shown on a plat entitled Sunrise Beach prepared by J.R. McCrone, Jr. and filed among the Plat Records of Anne Arundel County in Plat Book 22, folio 33, with improvements thereon being known as 301 Whitney's Landing Drive.

BB5140038
6553. EXA

Mail to

*GUARANTEE TREE SERVICES
SUITE 805
LEWISVILLE ROAD
TOWSON, MD 21284*

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 402
Identifying File No. 200007

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7-24-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ^{AA} FERGUSON ~~MANUFACTURING~~ TRENCHING CO, INC
Address 123 REVELL HWY, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name TIDEWATER TRACTOR, INC.
P.O. BOX 216
Address WYE MILLS, MD 21679
301-820-2111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

MF 270 TRACTOR SIN 288660
MF 240 TRACTOR SIN V19025
MF 232 LOADER SN 1632
MF 236 LOADER SIN 121561

Name and address of Assignee
Agricredit Acceptance Corporation
P.O. Box 10357
Des Moines, Iowa 50306-0357

CHECK THE LINES WHICH APPLY ^{Taxes}

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

40-19057-8704826

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

JA RECORD FEE 11.00
POSTAGE .50
4027230 0777 R01 T11:41
08/21/87

X Stanley R. Ferguson
(Signature of Debtor) FERGUSON ~~MANUFACTURING~~ CO, INC

STANLEY R. FERGUSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Laurie G. Dudley
(Signature of Secured Party)

X LAURIE G DUDLEY
Type or Print Above Signature on Above Line

1150

200003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Gunther's Leasing Transport, Inc. 8350 Capel Drive Pasadena, Md. 21122</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Associates Commercial Corporation P.O. Box A College Park, Md. 20740</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>JA</p> <p>RECORDS FEE 11.00 POSTAGE .50 REGISTERED COPY NOT TO BE FILED</p>								
<p>4 This financing statement covers the following types (or items) of property</p> <p>Eight 1987 Fruehauf dry vans, serial #s</p> <table border="0"> <tr> <td>1H2V0482XHH056101</td> <td>1H2V04827HH056105</td> </tr> <tr> <td>1H2V04821HH056102</td> <td>1H2V04829HH056106</td> </tr> <tr> <td>1H2V04823HH056103</td> <td>1H2V04820HH001706</td> </tr> <tr> <td>1H2V04825HH056104</td> <td>1H2V04822GH033006</td> </tr> </table>		1H2V0482XHH056101	1H2V04827HH056105	1H2V04821HH056102	1H2V04829HH056106	1H2V04823HH056103	1H2V04820HH001706	1H2V04825HH056104	1H2V04822GH033006	<p>5 Assignee(s) of Secured Party and Address(es)</p>
1H2V0482XHH056101	1H2V04827HH056105									
1H2V04821HH056102	1H2V04829HH056106									
1H2V04823HH056103	1H2V04820HH001706									
1H2V04825HH056104	1H2V04822GH033006									

~~Document not subject to recordation tax conditional sales contract signed by debtor.~~

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY 1333659/20

By: Mark Runtz Signature(s) of Debtor(s)

By: [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

BOOK 516 PAGE 404

200000

This FINANCING STATEMENT is presented to a filing official for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Howard E. May, Jr. 1326 Broadview Blvd Glen Burnie, Md. 21061	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 RECEIVED 0777 RD 711439 JA 08/21/87
4 This financing statement covers the following types (or items) of property: 1987 Freightliner FLC 12064 Ser. # 1FVNDY95HH310770 1987 J & J Dump BODY Ser. # A11358 Document not subject to recordation tax- conditional conditional sales signed by debtor.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

1333637/7

Howard E. May, Jr.

For Washington Freightliner, INC

By: Howard E. May Jr
 Signature(s) of Debtor(s)

By: [Signature]
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

1150

603469 Rev. 12-80

The FINANCIAL STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

1. Debtor(s) Last Name, First and Address(es):
 LAURA M. HENSLEY
 LYONS CREEK DRP LOT 31
 LOTHIAN, MD 20711

2. Secured Party(ies) Name(s) and Address(es):
 ACCENT MOBILE HOME SALES, INC.
 7401 MOORE ROAD
 BRANDYWINE, MD 20613

3. The Debtor is a non-existing entity.

4. For Filing Officer Date Time No. Filing Office: _____

5. The Financing Statement covers the following types (or items) of property:
 1988 2801 PH11-2033
 48 X 28 PALM HARBOR 3 Rooms

6. A signature of Secured Party and Address(es):
 Crescent Financial, Inc.
 1623 Forest Drive Suite 201
 Annapolis, MD 21401

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The timber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8. Describe Real Estate Here: _____
 This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner: _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

LAURA M. HENSLEY 232-62-6817 Crescent Financial, Inc.
 By: Laura M. Hensley Signature(s) of Debtor(s) By: [Signature] Signature(s) of Secured Party(ies)
 (3-83) 1190 FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

200001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B and D Enterprises, Inc.

Address 108 Holsum Way, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
POSTAGE .50
#027180 0777 801 111736
09/21/87
SA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B and D Enterprises, Inc.

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

Type or Print Above Signature on Above Line

1/150

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
500 Digiulian Blvd.
P. O. Box 1680
Glen Burnie, Maryland 21061

Date: July 21, 1987
Account # 1-999B-C-02-03207-6

Gentlemen: William C. Foster T/A B & D Leasing (hereinafter referred to as "Transferor") has heretofore acquired from United Trailer Trailer, Inc. & Brandywine Auto Sales, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"): One (1) 1978 Mack Tractor, S/N F786ST12432; Two (2) 1979 Mack Tractors, S/N's WS712LST43367, F786ST14889; Two (2) 1977 Fruehauf Trailers, S/N's HPY589092, HPY589351; One (1) Fruehauf Trailer, S/N HPV666725; Two (2) Budd Trailers, S/N's 192654M, 192825M subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated September 10, 1986 said Contract being in the stated sum of \$ 74,075.70 and accompanied by Transferor's promissory serial note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been negotiated by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 49,383.80, which shall be payable in twenty (20) consecutive monthly instalments of \$ 2,469.19 each ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ the first instalment being due July 11, 1987.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to B & D Enterprises, Inc. residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at 108 Holsum Way, Glen Burnie, Maryland (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note, but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at 108 Holsum Way, Glen Burnie, Maryland and will be kept at 108 Holsum Way, Glen Burnie, Maryland

Attest: William C. Foster (Signature of Transferor) By: [Signature] (Title)

Attest: B & D Enterprises, Inc. (Signature of Transferee) By: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto. Attest: (Dealer) By:

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION By: [Signature] LARRY F. KIMMEL ASST. V.P. Vice President

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
Charles F. Meyer & Sons, Inc.
4810 Sands Road
Lothian, MD 20711
M-31227A

(2) Secured Party(ies) (Name(s) And Address(es))
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)
General Electric Credit Corporation
10480 Little Patuxent Pkwy, #380
Columbia, MD 21044

For Filing Officer

RECORD FEE 11.00
POSTAGE .50
#27180 (77) 801-11134
19/11/87

(5) This Financing Statement Covers the Following types [or items] of property.

- One (1) NewCaterpillar Model #615 Wheel Tractor S/N 46201356
- One (1) Caterpillar Model #615 Scraper S/N 47201351

NOT SUBJECT TO RECORDATION TAX (AA)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Charles F. Meyer & Sons, Inc.

(By) *[Signature]*
Standard Form Approved by N.E. Sec. of State and other states shown above.

Alban Tractor Co., Inc. Secured Party(ies) [or Assignees]

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11.50

UCC-1

1150

BOOK 516 PAGE 409

200233

FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR Earl F. Michaels
(Name or Names)

1355 Generals Highway, Crownsville, Md. 21032
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales & Service, Inc.
(Dealer's Name)

3141-47 Frederick Avenue, Baltimore, Md. 21229
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Berkel	Scale			521	
Berkel	Slicer	49606		808	
Jordan	Freezer	5116887C		FM50ATFGM	
Jordan	10' Deli Case	204584			
Delfield	sandwich unit			4048-12	
Thermo-Kool	Walk-In				

2. If above described personal property is to be affixed to real property, describe real property:

n/a

RECORD FEE 11.00
POSTAGE .50

#027060 0777 R01 T11422

08/21/87

3. This transaction (is) ~~is not~~ exempt from the Recordation Tax. Consideration \$ _____

Dated this 24 day of July, 1987

Witness:
Joyce Lammers
Joyce Lammers

Earl F. Michaels Debtor
Earl F. Michaels Signs

Attest:
Donna Adcock
Donna Adcock

Jacqueline Fundzak, VP Secured Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

209935

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brown, Croft & Frazier, P.A.
Address 100 Cathedral Street, Annapolis, MD 21401

2. SECURED PARTY

Name Execulease Corporation
Address 1975 Linden Blvd., Elmont, NY 11003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Marmo Diagnost U/M Model D53035 s/n 36005

RECORD FEE 11.00

MD7010 DTPT 801 111418

08/21/87

JA

Equipment Located at: 6188 Oxen Hill Road
Suite 200
Oxen Hill, MD 20745

Assign to: Ultra Funding Corporation
550 Old Country Road
Hicksville, NY 11801

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

BROWN, CROFT, & FRAZIER, P.A.

Type or Print Above Name on Above Line

Stephen R. Brown
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

EXECULEASE CORPORATION

Type or Print Above Signature on Above Line

11

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 412

263236

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BCF Associates

Address 100 Cathedral Street, Annapolis, MD 21401

2. SECURED PARTY

Name Execulease Corporation

Address 1975 Linden Blvd, Elmont, NY 11003

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Manno Diagnost U/M Model D5035 s/n 36005

Equipment Located at: 6188 Oxen Hill Road
Suite 200
Oxen Hill, MD 20745

Assign to: Ultra Funding Corporation
550 Old Country Road
Hicksville, NY 11801

RECORD FEE 11.00

#037020-0777 R01 711:18

05/21/87

JA

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

BCF ASSOCIATES

(Signature of Debtor)

Stephen R Brown
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Carol May, A/P
(Signature of Secured Party)

EXECULEASE CORPORATION

Type or Print Above Signature on Above Line

95

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
 Unger, Richard, J.
 Unger, Elizabeth, A.
 410 Ridgeview Court
 Arnold, Maryland 21012

(2) Secured Party(ies) (Name(s) and Address(es))
 Yadkin Valley Bank & Trust Co.
 P. O. Box 888
 Elkin, N. C. 28621

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
 If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 12.00
 RECORD TAX 833.50
 For Filing Officer POSTAGE .50

(5) This Financing Statement Covers the Following types [or items] of property.

Equipment: All equipment of the Debtor whether now owned or hereinafter acquired including without limitation, all machinery, apparatus, fixtures, equipment, leasehold improvements, and articles of personal property of every kind and nature whatsoever now or hereafter located in or upon or affixed to said premises at Peanut Shack in Annapolis Mall, Annapolis, Maryland or any part thereof, and used or useable in connection with any present or future Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)

Richard J. Unger
 Richard J. Unger

(By) *Elizabeth A. Unger*
 Elizabeth A. Unger
 Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Taxable Debt \$90,135.00

Cont'd Secured Party(ies) [or Assignees]

Yadkin Valley Bank and Trust Co.

(By) *Betsy J. Straud*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

This Additional Sheet is filed with the following instrument:

operation of said premises or the business conducted thereon, and now owned or hereafter acquired by the Debtor, and all proceeds, products and collections of and in all books and records of the Debtor pertaining to all of the foregoing.

Inventory: All inventory of the Debtor including without limitation, inventory, goods, merchandize, materials, raw materials, goods in process, finished goods, packaging and shipping materials, and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished under contracts of service or consumed in Debtor business at Peanut Shack in Annapolis Mall, Annapolis, Maryland, and in all accounts receivable, contract rights, instruments, documents and chattel paper arising from the sale of inventory, and all proceeds, products and collections of and all books and records of Debtor pertaining to all of the foregoing.

120
 103350
 50

(1) Filing Officer Copy - Numerical

ADDITIONAL SHEET

Standard Form Approved by Secretary of State of North Carolina

UCC 5

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200233

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated June 2, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Glen Burnie Automatic Transmission Service, Inc.

Address 7166 Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name General Motors Corporation, Service Parts Operations

Address 3044 W. Grand Blvd., Detroit, MI 48202

General Motors Corp., Service Parts Operations, 6060 W. Bristol Rd., Flint, MI 48554

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) none

4. This financing statement covers the following types (or items) of property: (list)

All automotive and industrial parts, accessories, equipment, supplies, and material inventory now owned or hereafter acquired, bearing or contained in packages that bear any trademark of GENERAL MOTORS CORPORATION.

Name and address of Assignee

RECORD FEE 11.00

4024890 0777 R01 T11411

03/21/87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marvin Keyser
(Signature of Debtor)

Marvin Keyser
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Denise L. Rader
(Signature of Secured Party)

Denise L. Rader, U.C.C. Coordinator (C)
Type or Print Above Signature on Above Line

Key

BOOK 516 PAGE 415

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity Date (if any) 9/24/87

1 Debtor(s) (Last Name First) and address(es) Louis F. Benjamin, sr. 162-G Hammerlee Rd. Glen Burnie, Md. 21061	2 Secured Party(ies) and address(es) Chrysler First Financial formerly Finance America 738 S. Salisbury Blvd. Salisbury, Md. 21801	for Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50
--	--	---

4 This financing statement covers the following types (or items) of property (Check if covered)

- A Motor Vehicle
- All of the household goods now or hereafter located in Debtor's residence at their address set forth above.
- Only the following described household goods now or hereafter located in Debtor's residence at their address set forth above.
- Proceeds of collateral are also covered.
- Products of collateral are also covered.
- Other goods as hereafter described
1984 70 HP Johnson Motor Model#J70ELCR
Serial# 5944957

MD26870 DT77 101 111410
09/21/87
CK

This statement refers to original Financing Statement No. 249755		Dated Sept 24 1983	
A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination Statement <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the Finance Statement bearing the file number shown above. Date 7/22/87 Secured Party <i>[Signature]</i>

Filed with _____ Date of this Financing Statement _____
This instrument prepared by _____

By _____ Signature(s) of Debtor(s) By _____ Signature(s) of Secured Party(ies)

FORM UCC-FS(1) 10/50

000019

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)
American Seating Company
901 Broadway Avenue, N.W.
Grand Rapids, MI 49504

2 Secured Party(ies) and address(es)
CHRYSLER CAPITAL CORPORATION
Greenwich Office Park #1
Greenwich, CN 06836-6900

3 Maturity date (if any)
For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following type(s) for item(s) of property

SEE EXHIBIT "A" ATTACHED HERETO.
DEBTOR NOT SUBJECT TO PAYMENT OF RECORDATION TAX.
MARYLAND COLLATERAL CONSISTS OF INVENTORY AND
GENERAL INTANGIBLES.

5 Assignee(s) of Secured Party and
Address(es)

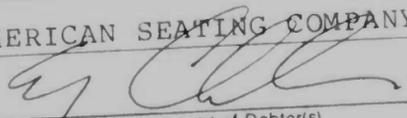
RECORD FEE 11.00
POSTAGE .50
10/21/87

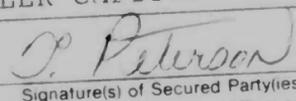
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
No. of additional Sheets presented ~~XXXXXXXX~~
One (1)

AMERICAN SEATING COMPANY

CHRYSLER CAPITAL CORPORATION

By: 
Signature(s) of Debtor(s)

By: 
Signature(s) of Secured Party(ies)
Title

(1) Filing Officer Copy-Alphabetical 11-10

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Debtor: AMERICAN SEATING COMPANY

Secured Party: CHRYSLER CAPITAL CORPORATION

Description of Collateral:

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including, without limitation:

- (i) all rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, without limitation, all accounts, instruments, chattel paper and general intangibles, all returned or repossessed goods and all books, records, computer tapes, programs, and ledger books arising therefrom or relating thereto, whether now owned or hereafter acquired or arising; and
- (ii) all inventory of the Debtor, including, without limitation, all goods of the Debtor held for sale or lease or furnished or to be furnished under contracts of service, all goods held for display or demonstration, goods on lease or consignment, returned or repossessed goods, all raw materials, work-in-process, finished goods and supplies used or consumed in the Debtor's business, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing; and
- (iii) all equipment of the Debtor, including, without limitation, all machinery, furniture, furnishings, leasehold improvements, fixtures, motor vehicles, forklifts, rolling stock, dies and tools used or useful in the Debtor's business; and
- (iv) all general intangibles of the Debtor, including, without limitation, all copyrights, royalties, trademarks, trade names, service marks, patent and proprietary rights, blueprints, drawings, designs, trade secrets, plans, diagrams, schematics and assembly and display materials relating thereto and all customer lists; and
- (v) all products and/or proceeds of any of the foregoing, including, without limitation, insurance proceeds.

Proceeds of the above described property include, without limitation and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, documents, inventory, equipment, fixtures, farm products and consumer goods.

DEBTOR:

SECURED PARTY:

AMERICAN SEATING COMPANY

CHRYSLER CAPITAL CORPORATION

By: [Signature]

By: [Signature]

Its: PRESIDENT

Its: _____

500211

FINANCING STATEMENT

Name(s) and Address(s) of Debtor(s) (last name first): For Filing Officer (Date, Time, Number and Filing Office):

FARR INTERNATIONAL, INC.
326 First Street
Suite 24
Annapolis, Maryland 21403

REGISTRATION FEE 10.00

Name and Address of Secured Party

POSTAGE .50

BRUCE K. FARR
121 Eastern Avenue
Annapolis, Maryland 21403

REGISTRATION FEE 10.00

08/21/87

This financing statement covers the following types (or items) of property: JA

One Nolex 30 Sailing Yacht, manufactured by Marten Marine Industries Limited, Auckland, New Zealand, MI # FOP 16150687

Number of additional sheets attached: None

Proceeds of collateral are also covered.

DEBTOR:

SECURED PARTY:

FARR INTERNATIONAL, INC.

BY:

J.R. Benth
President

B.K. Farr
BRUCE K. FARR

ATTEST:

[Signature]

LAW OFFICES
RHODES, DUNBAR AND LOMAX
CHARTERED

11-50

To Be Recorded In The
Chattel Records of Anne
Arundel County And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recordation
Tax.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 13.00
POSTAGE .50
920340 2771 201 709144
09/21/87
JH

1. DEBTOR: BARCELONA TRADING CO., INC.
326 First Street, Suite 21
Annapolis, Maryland 21403

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 E. Lombard Street
Baltimore, Maryland 21202

Attention: Daniel G. Bittner,
Commercial Loan Officer

3. This Financing Statement covers and the Debtor grants a
security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and
to all of the following assets and/or property rights
of the Debtor, wherever located, whether now owned or
hereafter acquired by the Debtor, together with all
replacements, and renewals thereof, and all
accessions, additions, replacement parts, manuals,
warranties and packaging relating thereto:

(i) All power boats, sailboats or other vessels
held by the Debtor for sale or lease
("Inventory");

(ii) General Intangibles relating to Inventory or
the sale of Inventory, including contracts
with customers, deposits, prepayments, rights
to distribute, sales agencies, licenses,
permits, rights to indemnification, warranty
rights, rights to rebates and franchises;

(iii) All of the Debtor's Accounts, Contract
Rights, Instruments, Documents, Chattel
Paper, notes, notes receivable, General
Intangibles, drafts, acceptances, and choses

135 SD



in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory as well as all rights of any kind of the Debtor to receive payment or credit from any person as a result of the sale of Inventory (all of the foregoing being hereafter, "Receivables");

- (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (v) All monies, bank accounts, or deposits with any financial institution;
- (vi) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

BARCELONA TRADING CO., INC.,
A Maryland Corporation

By: Jon E. Phillips (SEAL)
Jon E. Phillips,
President

Date: August 3, 1987

BOOK 516 PAGE 421

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: BB514.0039

BB5140039
6555.FS

STATE OF MARYLAND

BOOK 516 PAGE 422

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260230

RECORDED IN LIBER 494 FOLIO 298 ON January 31, 1986 (DATE)

1. DEBTOR

Name BARCELONA TRADING COMPANY

Address 326 First Street, Suite 18, Annapolis, Maryland 21403

2. SECURED PARTY

Name JON E. PHILLIPS

Address P.O. Box 3245, Annapolis, Maryland 21403

Joseph Tyssowski, Gebhardt & Smith, Ninth Floor, World Trade Center, Baltimore
Person And Address To Whom Statement Is To Be Returned If Different From Above. Maryland 21202

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>RECORD FEE 10.00 .50 08/21/87 CK</p>	
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Others <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>SUBORDINATION</p>		
	<p>The Secured Party subordinates the security interest evidenced by the above-referenced financing statement to the security interests of Baltimore Federal Financial, F.S.A. in the inventory, and proceeds thereof, of the Debtor.</p>			

Dated August 3, 1987

Jon Phillips
(Signature of Secured Party)

JON E. PHILLIPS

Type or Print Name on Above Line

10.50

200013

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any): 8064 C
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
James S. Benjamin MD PA
653 Old Mill Road
Millersville, Maryland 21108

2. Secured Party(ies) and address(es)
Federal Leasing Corp.
66 W. Mt. Pleasant Avenue
Livingston, NJ 07039

RECORD FEE 12.00
MODIFIED 0777 R01 109126
08/21/87

4. This financing statement covers the following types (or items) of property:
(1) Spiroscan 2000 SN 86121648

This Financing Statement is being recorded pursuant to a lease between the secured party and the debtor for notice purposes only and shall not be deemed to grant the debtor any other property interest in the equipment described herein. Including proceeds of fire insurance, if any.

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County

James S. Benjamin MD PA

Federal Leasing Corp.

By: _____

By: _____

Signature(s) of Debtor(s)
Patrick J. Robinson, Atty in Fact

Signature(s) of Secured Party(ies)
Patrick J. Robinson, AVP

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

10.00

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255334

RECORDED IN LIBER 481 FOLIO 531 ON Jan 23, 1985 (DATE)

1. DEBTOR

Name Royal Edison Brumwell, Jr. and Royal E. Brumwell Sr.
Address 4013 Mountain Road, Pasadena, Md. 21122

2. SECURED PARTY

Name J I CASE CREDIT CORP. OR J I CASE CO. AS THEIR INTEREST MAY APPEAR
Address 290 Elwood Davis Rd. Liverpool, NY 13083
5790 Midwaters Pkwy., Syracuse, N.Y. 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 1.00
POSTAGE .50

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

RECORD FEE 1.00
POSTAGE .50
777 R01 T09:24
08/21/87
RECORD FEE 1.00
777 R01 T09:25
08/21/87
JK

#3213 Anne Arundel

Dated August 3, 1987

Handwritten signature of Royal E. Brumwell Sr.
(Signature of Secured Party)
J I CASE CREDIT CORP.
Type or Print Above Name on Above Line

Handwritten number 15.00

209811

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 425

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE R. E. Robertson Plumbing & Heating, Inc.
11 Lee Street
(Name or Names)
Annapolis, Maryland 21401
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Federal Savings
1844 E. Joppa Road Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1- Tandy 1000 SX Computer System; 20 Mb Hard Disk; Color Monitor; 6' Printer Cable; Accounting Partner II

RECORD FEE 11.00
POSTAGE .50
#025890 0777 R01 109:16
08/21/87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
R. E. Robertson Plumbing & Heating, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Roy E. Robertson (Title) By: Brian G. Connelly Mgr. (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

200013

BOOK 516 PAGE 426

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:
ARUNDEL HOUSING COMPONENTS, INCORPORATED
and GEORGE M. FRENCH, SR.
1100-1420 E. Patapsco Avenue
Baltimore, MD 21225

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY
SMALL BUSINESS ADMINISTRATION*
10 N. Calvert Street, 3rd Floor
Baltimore, MD 21202

2. NAME AND ADDRESS OF SECURED PARTY:
THE MID-ATLANTIC CERTIFIED DEVELOPMENT COMPANY
10 Light Street, 32nd Floor
Baltimore, MD 21202

4. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture ^(additional collateral) ~~now owned or hereafter acquired~~, together with attachments, accessories, etc. specified on Exhibit "B" attached hereto.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

RECORD FEE 12.00
POSTAGE .30
18/21/87

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ N/A

DEBTOR:
ARUNDEL HOUSING COMPONENTS, INCORPORATED

By: George M. French, Sr.
George M. French, Sr., President

Attest: _____
Secretary

By: George M. French, Sr.
George M. French, Sr.

SECURED PARTY:
The Mid-Atlantic Certified Development Company

By: Stanford G. Gann
Stanford G. Gann, President

ASSIGNEE OF SECURED PARTY
SMALL BUSINESS ADMINISTRATION

By: Gail G. Green
Gail G. Green, Esq.
Attorney/Agent
Baltimore District Office

AFTER RECORDATION RETURN TO:
Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, MD 21202

* an Agency of the U.S. Government

12/18/87
18/21/87



BOOK 516 PAGE 427

201/247-8000

EXHIBIT "B"

ARUNDEL HOUSING COMPONENTS, INC.

<u>QUANTITY</u>	<u>#</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	1	Clark Forklift	\$ 13,036.
1	2	Damber Ruckle Crane	\$ 20,000.
1	3	Barnes Pole Trailer	\$ 16,500.
2	5	60' Deep Deck Trailers	\$ 10,200.
1	6	60' Flatbed Trailer	\$ 1,500.
1	7	Floor Truss Machine (used)	\$ 17,000.
1	8	Clary Craftmaster Component's Saw	\$ 29,150.
1	9	A-C-E Component Saw (used)	\$ 15,000.
1	10	Clary Trussmaster II Roof Truss Machine	\$ 63,000.
1	11	Feed Floor & Saw	\$ 1,500.
1	12	Radial Arm Quick Saw	\$ 4,300.
1	11	Gentry Roof Truss Machine (used)	\$ 13,000.
1	14	Plaster Floor Truss Machine (new)	\$ 25,950.
1	15	Triad Component Boiler	\$ 3,055.
1	16	25 H.P. Cole Compressor	\$ 1,500.
1	17	100' Triad Exterior Panel Line w/bridge	\$ 27,742.
1	18	Triad Assy. Machine 20 FL.	\$ 11,160.
1	19	100' Triad Exterior Panel Line w/bridge and auto feed	\$ 63,155.
1	20	Triad Overhead Router	\$ 6,500.
1	21	10 HP Compressor (used)	\$ 500.
1	22	Hyster Lift Truck	\$ 5,000.
1	23	DeWalt Radial Arm Saw	\$ 4,300.
1	24	Jager Chord Splicer (new)	\$ 7,500.
1	25	Hyster H 50RL (new)	\$ 18,900.
1	26	Speed Truss Carls	\$ 2,835.
1	27	Keymark Truss Computer	\$ 12,200.
1	28	L.C.G. Computer	\$ 16,165.
1	29	T. Tallent Bond Copier	\$ 4,221.
			\$ 420,608.

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.
(Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cotta, Donald & Crofton TV & Video Service

Address 2217 DeSoto Highway Crofton, MD 21114

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name _____

Address _____

RECORD FEE 12.00

4025750 0777 901 709403

08/21/87

JA

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.
- (Products of collateral are also covered)

BY: Crofton TV & Video Service
Signature(s) of Debtor(s)

DONALD COTTA owner
Type or Print Above Signature on Above Line

BY: _____
Signature(s) of Debtor(s)

Type or Print Above Signature on Above Line

WHIRLPOOL ACCEPTANCE CORPORATION

BY: J. Giannattasio
Signature(s) of Secured Party(ies)

J. Giannattasio Branch Manager
Type or Print Above Name on Above Line

Original: Filing Officer
Duplicate: Branch Office File

12.00

REORDER FROM
Registre, Inc.
514 MERCER ST.
P.O. BOX 218
ANDOVER, MN 55303
(612) 421-1713

BOOK 516 PAGE 429
200217

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kaye L. Gustafson

Address 10822 Douglas Ave., Silver Spring, Md. 20902

2. SECURED PARTY

Name Chelsea Groton Savings Bank

Address 1 Franklin Square, Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1982 Hinterhoeller, Niagra 35,
Hull No. ZYH35139M82A with 1982
Westerbeke 33 hp diesel engine

Name and address of Assignee

RECORD FEE 11.00

#005740 DT17 R01 T09:02

08/21/87

JA

Mooring: Edgewater, Md.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kaye L. Gustafson
(Signature of Debtor)

Kaye L. Gustafson

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anne E. McManus
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/00

200013

BOOK 516 PAGE 430

THIS FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting entity

4 For Filing Office: Date Time No. Filing Office

1 Debtor(s) (Last Name First) and Address(es)
LOVETTA M. NOLAN
LOT 81 PATUXENT MH ESTATES
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)
GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD ; #245
WOODBRIIDGE, VA 22191

5 The Financing Statement covers the following types (or items) of property
1983 SCHULT LYNBROOK
48 X 24 SERIAL # E 189883 4824 39
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND
AFFURTANCES THEREIN AND THERETO; INCLUDING BUT NOT
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)
#025710 0117 201 708458
08/21/87
JSA

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate or Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s) or
 Lessee(s) and Lessor(s)

LOVETTA M. NOLAN GREEN TREE ACCEPTANCE INC.

By *Lovetta M. Nolan* Signature(s) of Debtor(s)
By *Isabel Manfredi* Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (150)

III FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

200010

BOOK 516 PAGE 431

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Linda D. Oaks, M.D., P.A.
1414 N. Crain Hwy., Ste 3A
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 17.00

POSTAGE .30

MC75620 0777 001 108150

08/21/87

4. This financing statement covers the following types (or items) of property:
S71497A71490A

All medical equipment, exam room furniture and office furniture as specified on attached schedule "A" and supplied by Foster Medical Corporation, Cabot Medical Corporation and Contel Executone.

5. Assignee(s) of Secured Party and Address(es)
Deerfield Federal
Savings & Loan
745 Deerfield Road
Deerfield, IL 60015

NOT SUBJECT TO RECORDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so):
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with Clerk of Circuit Court, Anne Arundel County, P.O. Box 71, Annapolis, MD 21404

See attached lease page for

Affiliated Capital Corp.

By debtor's original signature
Signature(s) of Debtor(s)

By *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Affiliated Capital



LESSOR

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062
1-800-323-5007
(312) 564-5180

516 PAGE 432

LEASE

Office Use Only

No. **571497A71490A**

Refer to Above No. On All Correspondence

NAME AND ADDRESS OF LESSEE:

Linda D. Oaks, M.D., P.A.
1414 N. Crain Highway, Suite 3A
Glen Burnie, MD 21061

NAME AND ADDRESS OF SUPPLIER:

See Attached Schedule A

Contact: Linda Oaks Phone #301-858-1867 Salesperson: See Attached Schedule A

Quantity	Description of Leased Equipment (include model and serial numbers)	Price
	See Attached Schedule A	\$11,554.70

Sales Tax 577.74

Other 831.00

TOTAL \$12,963.44

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment
8-5-87	8-5-87	36	\$483.54
Office Use Only		No. of Months	

SCHEDULE OF RENEWAL TERMS

\$483.54 payable annually in advance

Special Terms and Conditions:

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR hereby leases to the above named lessee, hereinafter called "LESSEE" and LESSEE hereby leases and hires from LESSOR the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT.** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive or alter any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE'S duty to pay all rents due and perform all obligations as set forth in this Lease.

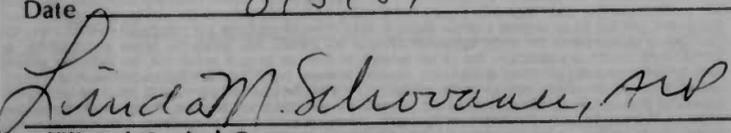
6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

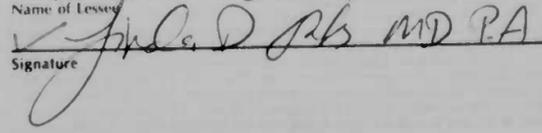
7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state or local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five percent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof, (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE, (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment, (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY A DULY AUTHORIZED PERSON.

Date 8/5/87

 Linda M. Schovane, ACP
 Affiliated Capital Corp. (Authorized Officer)
 Office Use Only

Date 6/9/87
 Linda D Oaks, MD, PA.
 Name of Lessee

 Signature
 Linda D Oaks MD, PA. Pres
 Title

THIS IS A NON-CANCELLABLE LEASE

ORIGINAL SIGNATURE REQUIRED ON ALL PAGES

LEASE COPY 2

SCHEDULE A

BOOK 516 PAGE 434

QUANTITY	EQUIPMENT DESCRIPTION	PRICE
<u>Foster Medical</u> 8985 Yellow Brick Rd., Baltimore, MD 21237 301-682-3800 Mark Parlady		
2	MIMC 404 Table (Blush)	\$1,650.00
1	GSAI Chair (Gray)	160.00
1	R3060 Desk (Light Oak)	340.00
1	VRBC Book Shelf (Light Oak)	125.00
1	1910 Chair (Beige)	230.00
1	171R Midmark Stool (Blush)	150.00
2	Foster Gooseneck Lamps	80.00
2	Foster Gooseneck Lamps	64.00
1	Wall Blood Pressure Unit	455.00
1	D520 Doppler	168.00
1	402KL Scale	79.20
	Small Instruments Consisting of: 6 Pederson Medium Speculums, 1 case of Vaginal Speculums, and one of the following: 9" Sponge Forcep, Tenaculum and Sims Sound	
	Cabinetry Consisting of: Base Unit (Blush), Sink, Faucet, and countertop	2,740.00
1	Kervorkian Biopsy Punch	132.50

Cryomedics 3 Trefoil Drive, Trumbull, CN 06611 800-243-9886
Ken Briesel

1	Colposcope MM-2000 (Cat. #93340)	2,695.00
1	MT-700 Cryosurgery System (Cat # 90355) w/2 tips <i>(the caseley #s 90506, 90518)</i>	1,150.00

Contel Executone 832-M Oregon Avenue, Linthicum Heights, MD 21090
Michael Koontz

1	Contel Equity 3 consisting of: 1 Key Service Unit, 3-5 line phones, 1 bracket, and 1 pre-cable position	1,336.00
---	---	----------

SUB-TOTAL	\$11,554.70
STATE SALES TAX	577.74
TOTAL	\$12,132.44

LESSOR: Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062

LESSEE: Linda D. Oaks, M.D., P.A.
1414 N. Crain Highway #3A
Glen Burnie, MD 21061

Sign Here Linda D. Oaks Sign Here [Signature]
Date 8/5/87 Date 6/9/87

NOT SUBJECT TO RECORDATION TAX

516 PAGE 435

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing MAY 18 1987

Record Reference

2295-CT-7201

Maturity date (if any)

512 - 242

Name(s) of Debtor(s)
(Last Name First)

No. Street City State

SEVERN COMPANIES, INCORPORATED

410 Severn Avenue, Annapolis, MD 21403

Name of Secured Party

No. Street City State

SOVRAN BANK, N.A.

8300 Greensboro Drive, Suite 640, McLean, VA 22102

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

NAME OF ASSIGNEE:

CAPITAL BANK, N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

RECORD FEE 10.00
POSTAGE .50
#000720 0040 R03 112:40
08/21/87
OK

or assignor(s)

SOVRAN BANK, N.A.

CAPITAL BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

Paula E. Meyerson

Signature of Paula E. Meyerson or Assignee
Assistant Vice President

Michael B. Saylor, CAE

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

100 2

NOT SUBJECT TO RECORDATION TAX

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....
Date &
Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing April 21, 1987 Record Reference 66-32040-201

Maturity date (if any) 511 - 67

Name(s) of Debtor(s) or (Last Name First)	No.	Street	City	State
SEVERN COMPANIES, INCORPORATED	410	Severn Avenue,	Annapolis, Md	21403

Name of Secured Party or	No.	Street	City	State
SOVRAN BANK, N.A.	8300	Greensboro Drive, Suite 640,	McLean, VA	22102

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

NAME OF ASSIGNEE:
CAPITAL BANK, N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

RECORD FEE 10.00
POSTAGE .50
#000730 0040 R03 112:41
08/21/87
OK

or assignor(s)

SOVRAN BANK, N.A.

[Signature]

Michael B. Saylor, CAE

(Type or print name under signature)

CAPITAL BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

Paula E. Meyerson

Signature of Paula E. Meyerson or Assignee
Assistant Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO: CAPITAL BANK, N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

1003

NOT SUBJECT TO RECORDATION TAX 16 PAGE 437

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing MARCH 11, 1987

Record Reference

BOOK 509 PAGE 475
260559 59343077201

Maturity date (if any)

Name(s) of Debtor(s)
(Last Name First)

No. Street City State

SEVERN COMPANIES, INCORPORATED

410 Severn Avenue, Annapolis, MD 21403

Name of Secured Party

No. Street City State

SOVRAN BANK, N.A.

8300 Greensboro Drive, Suite 640, McLean, VA 22102

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

NAME OF ASSIGNEE:

CAPITAL BANK, N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

RECORD FEE 10.00
POSTAGE .50
#000740 0040 R03 112:41
08/21/87

R

or assignor(s)

SOVRAN BANK, N.A.

CAPITAL BANK, N.A. (Seal)

(Corporate, Trade or Firm Name)

Paula E. Meyerson

Signature of Paula E. Meyerson or Assignee
Assistant Vice President

Michael B. Saylor, CAE

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO:
CAPITAL BANK, N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

10-3

Anne Arundel County

209283

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

SEVERN COMPANIES, INC.	410 Severn Avenue	Annapolis, Maryland	21043
------------------------	-------------------	---------------------	-------

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

CAPITAL BANK N.A.	815 Connecticut Ave. N.W.	Washington, DC	20006
-------------------	---------------------------	----------------	-------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Attachment

RETURN TO: Capital Bank N.A.
815 Connecticut Ave. N.W.
Washington, DC 20006

RECORD FEE 11.00
 POSTAGE .50
 #000750 0040 R03 T12:41
 JA 08/21/87

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

SEVERN COMPANIES, INC.

CAPITAL BANK N. A. (Seal)

By: Jack R. Steere, President

Paula E. Meyerson
Signature of Secured Party or Assignee
Paula E. Meyerson, Assistant Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

11/0 23

ATTACHMENT

(XX) TO: FINANCING STATEMENT

BOOK 516 PAGE 439

() TO: BUSINESS LOAN/SECURITY AGREEMENT

BY AND BETWEEN Severn Companies, Inc. ("Debtor") and Capital Bank NA ("Secured Party") dated July 29, 1987

Description of Collateral

(i) All of Debtor's present and future "Receivables"; (ii) all monies and claims for money due or to become due to the Debtor under all of the Debtor's present and future "Receivables"; and (iii) the Proceeds of (i) and (ii) above. For the purpose of this instrument, the term "Receivables" shall be deemed to mean and include present and future accounts, notes, contract rights, chattel paper and general intangibles as those terms are defined in the Uniform Commercial Code, and the proceeds thereof.

All personal property, furniture, fixtures, machinery, equipment (excluding titled motor vehicles), supplies, inventory, furnishings and all other chattels of the Debtor, wherever located, of every kind and description, whether tangible or intangible or whether now or hereafter existing, owned or acquired, and the proceeds, products and accessions of and to any thereof, including but not limited to those assets used for and located at the Debtor's place of business located at the following Address:

410 Severn Avenue
Annapolis, Md. 21043

Said assets shall include but not be limited to the following:

Contract by and between Severn Companies, Inc. and U.S. Airforce dated December 18, 1986, Contract No. F19630-87-D-0003
Contract by and between Severn Companies, Inc. and U.S. Navy dated November 13, 1986, Contract No. N00600-87-D-0994
Contract by and between Severn Companies, Inc. and U.S. Navy dated December 22, 1986, Contract No. N00600-87-D-0992
Contract by and between Severn Companies, Inc. and Department of Health and Human Services dated March 20, 1987, Contract No. 282-87-0038.


(Initial)

36338A

274

Anne Arundel County
Financing Statement Records

516 PAGE 440

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265153

RECORDED IN LIBER 506 FOLIO 161 ON 12-16-86 (DATE)

1. DEBTOR

Name COX CREEK REFINING COMPANY
Address Kembo Road (no street address), Baltimore, Maryland 21226

2. SECURED PARTY

Name LLOYDS BANK PLC
Address 199 Water Street
New York, New York 10038

Person And Address To Whom Statement Is To Be Returned If Different From Above.
SEE BELOW

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>all property described in original statement.</u></p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>E. TERMINATION STATEMENT <input type="checkbox"/></p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

10.00

.50

40777-0 777 601 71344

09/21/87

CK

ASSIGNEE:

Daiwa Bank Trust Company
75 Rockefeller Plaza
New York, New York 10019-6951

ASSIGNOR:

Lloyds Bank PLC

Dated August 20, 1987

By: _____ (SEAL)

(Signature of Secured Party)

Terrence J. [Signature] (Print Name)
Type or Print Above Name on Above Line

Mr. J. [Signature] (Print Title)
Title

TO THE FILING OFFICER:

Please return this document following filing to:

Meldon S. Hollis, Jr., Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

10
d

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265153

RECORDED IN LIBER 506 FOLIO 161 ON 12-16-86 (DATE)

1. DEBTOR

Name COX CREEK REFINING COMPANY
Address Kembo Road (no street address), Baltimore, Maryland 21226

2. SECURED PARTY

Name DAIWA BANK TRUST COMPANY
Address 75 Rockefeller Plaza, New York New York 10019-6951

RECORD FEE 24.00
FILING FEE .50
#021780 0717 R01 113145
08/21/87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.
SEE BELOW

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) The above referenced financing statement is hereby amended in its entirety *</p>
<p>E. TERMINATION STATEMENT <input type="checkbox"/></p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

* to contain the terms and provisions contained on Exhibit A attached hereto and made a part hereof.

Secured Party:

DAIWA BANK TRUST COMPANY
By: [Signature] (SEAL)
KATSUMI SHIMIZU (Print Name)
VICE PRESIDENT (Print Title)

Debtor:

COX CREEK REFINING COMPANY
By: [Signature] (SEAL)
JOHN S. MURPHY (Print Name)
PRESIDENT (Print Title)

Date: August 20, 1987

TO THE FILING OFFICER:

Please return this document following filing to:
Meldon S. Hollis, Jr., Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

24-
21

To Be Recorded In The Land
Records And The Financing
Statement Records Of Anne
Arundel County, Maryland, and
Among The Financing Statement
Records Of The State Department
Of Assessments and Taxation.

Not subject to recordation
tax.

FINANCING STATEMENT

1. DEBTOR: COX CREEK REFINING
COMPANY
Kembo Road
Baltimore, Maryland 21226
2. SECURED PARTY: DAIWA BANK TRUST COMPANY
75 Rockefeller Plaza
New York, New York 10019-6951
3. This Financing Statement covers, and Debtor grants to Secured Party a security interest in and to, the following kinds and types of property owned by Debtor, or in which Debtor has an interest, wherever located, whether now existing or hereafter acquired:
 - (a) Receivables, including all of the accounts, contract rights (including any rights under or by which Debtor refines or casts into rods copper belonging, in whole or part, to a third party), chattel paper and instruments of Debtor, whether now existing or hereafter acquired or arising in which Debtor now has or hereafter acquires any rights, including, without limitation, all present and future rights to payments for goods, merchandise or inventory sold or leased or for services rendered, whether or not represented by instruments or chattel paper, and whether or not earned by performance; proceeds of any letter of credit on which Debtor is beneficiary; and all forms of obligations whatsoever owing to Debtor, together with all instruments and documents of title representing any of the foregoing, all rights in any goods or merchandise which any of the foregoing may represent, all rights in any returned or repossessed goods or merchandise, and all rights, security and guarantees with respect to each of the foregoing, including, without limitation, any right of stoppage in transit;
 - (b) All fixtures and articles of personal property now or hereafter owned by the Debtor and attached to, or located on, the hereinafter described real estate and used in the management or operation of the Debtor's business, including, but not limited

to, all furniture, furnishings, appurtenances, machinery, motors, refining equipment, pumps, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures, vehicles and trade fixtures, together with any and all accessories, accessions, parts and appurtenances thereto, but specifically excluding all inventory of Debtor whether now existing or hereafter acquired or arising or in which Debtor now or hereafter acquires any rights; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor.

The real estate consists of an approximately 167 acre parcel of land and the buildings and other improvements located thereon in Anne Arundel County, Maryland, and more particularly described in Exhibit 1 attached hereto.

- (c) General intangibles, including all the general intangibles of Debtor, whether now existing or hereafter acquired or arising or in which Debtor or any subsidiary of Debtor now has or hereafter acquires any rights, including, without limitation, all choses in action, causes of actions, corporate or other business records, inventions, designs patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, leases, rights to indemnification (including, without limitation, all rights to indemnification under the Asset Purchase Agreement between Debtor and Kennecott Corporation dated December 5, 1986) and all other intangible personal property of every kind and nature;
- (d) All of the books and records of Debtor pertaining to any of the foregoing; all products and proceeds of any of the foregoing (including, without limitation, proceeds of any insurance policies); the aforesaid Asset Purchase Agreement, and all rights and interests relating thereto; all tolling agreements, and all leases, contracts, warranties and agreements relating to acquisition, capital improvements and operations of the 190,000 stpy copper refinery and 190,000 stpy continuous cast

rod mill owned by Debtor and located on Kembo Road, Anne Arundel County, Maryland.

- (d) All warranties under any purchase contracts and all of Debtor's rights, title and interest in and to any deposit and any sums at any time credited by or due from Secured Party or any affiliate of Secured Party to Debtor, with the same rights therein as if the deposits or other sums were credited by or due from Secured Party.
- 4. The proceeds and products of the above-described collateral are secured, as are future advances, after-acquired property, and any substitutions, renewal, replacements, additions and accretions of or to any of the above-described collateral.
- 5. This Financing Statement is executed by Debtor pursuant to a Loan Agreement of even date between Debtor and Secured Party and an Amended, Modified and Restated Mortgage and Security Agreement of even date herewith from Debtor to Secured Party intended to be recorded among the Land Records of Anne Arundel County, Maryland.

DEBTOR:

COX CREEK REFINING COMPANY,
a Maryland Corporation

By: _____ (SEAL)

Tom S. Murphree

(Name)

President

(Title)

Date: August 20, 1987

TO FILING OFFICER: After this statement has been recorded, please return to:

Meldon S. Hollis, Jr., Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

EXHIBIT 1

(REAL PROPERTY DESCRIPTION)

All that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and which according to a Survey prepared by Greenhorne & O'Mara, Inc., surveyors, dated November 1986, is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME at a point on the boundary line between Baltimore City and Anne Arundel County at the intersection of the eastern line of the property retained by Marley Neck Patapsco Company now Mt. Claire Properties, Inc., from the point of beginning so set and following with the aforementioned Baltimore City line as now surveyed in the Anne Arundel County datum

- 1) North 50° 44' 58" East 1,372.94 feet to a concrete monument found at the western most corner of the Glidden Company as described in Liber 1078, Folio 62; thence binding on the outlines of the Glidden Company the following four courses and distances
- 2) South 64° 24' 40" East 480.56 feet to a point; thence
- 3) North 77° 11' 02" East 1,200.00 feet to a point; thence
- 4) North 08° 55' 32" East 650.00 feet to a point; thence
- 5) South 82° 19' 46" East 174.65 feet to the mean high water line of the Patapsco River; thence with the mean high water line of the Patapsco River the following six courses and distances
- 6) South 00° 20' 09" West 157.29 feet to a point; thence
- 7) South 13° 07' 30" East 223.76 feet to a point; thence
- 8) South 68° 56' 47" East 347.48 feet to a point; thence
- 9) South 60° 54' 57" East 377.97 feet to a point; thence
- 10) South 45° 17' 46" East 571.91 feet to a point; thence
- 11) South 28° 00' 04" East 1,001.17 feet to a point, said point lying on the northern line of the Mt. Claire Properties as described in Liber 1031, Folio 36 and then binding on said northerly line
- 12) South 74° 09' 02" West 3,876.81 feet to a point lying on the eastern right of way line of the Mt. Claire

Properties 400 foot right of way; thence binding on said right of way line

- 13) North 28° 06' 58" West 1,681.09 feet to the point of beginning, passing over, at 70 feet from the beginning of said line, the extension of Kembo Road and the macadam strip of paving 40 feet wide serving the site.

Containing in all 167.04 acres of land more or less.

BEING part of the land deeded to Kennecott Refining Corporation by Marley Neck Patapsco Company by deed dated the 17th of January, 1958, and recorded in Liber 1183, Folio 418.

TOGETHER with all of the rights, benefits and covenants derived under those deeds recorded in Liber 1183, Folio 418 and Liber 1183, Folio 424 and that certain Agreement recorded in Liber 1196, Folio 510, subject to the terms and covenants contained therein.

AND TOGETHER with the buildings and improvements thereupon erected, made or being and all and every rights, riparian rights, alleys, ways, waters, easements, accessions, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining, including, without limitation, any and all rights of the Grantor in and to submerged lands described in the deed referred to above recorded at Liber 1183, Folio 418, and subject to all right reserved by law to the U.S. Army Corps of Engineers and to the rights of the State of Maryland in any public or private wetlands.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

263001

FINANCING STATEMENT

BOOK 516 PAGE 447

DATE: JULY 31, 1987

(xx) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): PARK PHARMACY

ADDRESS: LOEHMANS PLAZA
RITCHIE HIGHWAY
SEVERNA PARK, MARYLAND 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

BLANKET LIEN:

FURNITURE, FIXTURES, EQUIPMENT, INVENTORY, ACCOUNTS RECEIVABLE NOW
OWNED AND HEREAFTER ACQUIRED, EXCLUDING MOTOR VEHICLES.

RECORD FEE 11.00
POSTAGE .50
#027340 0777 R01 113#02
08/21/87
JA

DEBTOR(S):

PARK PHARMACY
(Company Name)

BY: Steven C. Wells
Steven C. Wells, President

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

11.50

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

CUSIMANO & SONS INC.
601 REVELL HIGHWAY
ANNAPOLIS, MD 21401
(IN ANNE ARUNDEL COUNTY)

2. Secured Party(ies)

JOHN C. LOUIS CO. INC.
1805 CHERRY HILL ROAD
BALTIMORE, MD 21230

Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

RECORD FEE 11.00

POSTAGE .50

08/21/87

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE BOBCAT LOADER MODEL M743 SERIAL NO. 32100
WITH A 60" BUCKET WITH TEETH, FLOTATION TIRES, AND
SPARE TIRE.

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

THIS TRANSACTION NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

CUSIMANO & SONS INC.

JOHN C. LOUIS CO. INC.

By

Michael Cusimano, Vice Pres.

By

W. Davison, President

Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

289253

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 POSTAGE .50

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.
 By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13.50

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Larson	DC 230	LAR09169J687
Larson	DC 150	LAR09176J687
Larson	DC 250	LAR09181J687
Larson	DC 190	LAR09170J687
Larson	DC 175	LAR09159J687
Larson	V 195	LAR12044E787
Larson	DC 175	LAR08417H687

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266229

RECORDED IN LIBER 508 FOLIO 471 ON February 16, 1987 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name Security Savings & Loan Association
18 Northeast Avenue
Address Vineland, N.J. 08360

Hull #VKY48465B787
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

#028170-0345 R01 T14:48

08/21/87

3. Maturity date of obligation (if any) July 30, 1987

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATIONXX (Indicate whether amendment, termination, etc.)</p>



1050

Dated July 30, 1987

Alfred P. Morris
(Signature of Secured Party)

Security Savings & Loan Assoc.

Type or Print Above Name on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. 860275

THE BDM CORPORATION 860275-000 ANNE ARUNDEL
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

Not Subject to Recordation Tax: For the purpose of compliance with Md. Tax-Property Code Ann. § 12-108(k), this agreement does not create a security interest. This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The BDM Corporation
Address 7915 Jones Branch Drive/McLean, VA 22102

RECORD FEE 11.00
POSTAGE .50
12/23/85 101 715406

2. SECURED PARTY

Name Finalco, Incorporated
Address 8200 Greensboro Drive, Suite 1400
McLean, VA 22102

ASSIGNEE:
Gemini Equipment Partners
Income Fund IV, L.P.
8200 Greensboro Drive
McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached page and Lease Schedule 860275-000 dated as of 6/25/86 to Master Lease Agreement dated as of 10/27/85 between Finalco, Lessor and Debtor, Lessee. This financing statement is for recordation purposes only, and it is not intended and shall not be construed as indication of legal effect. For information purposes only, the Collateral will be located at: Premises of: SEE ATTACHED PAGE

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

THE BDM CORPORATION

J. N. Hofer

(Signature of Debtor)

TITLE:

Executive Vice President F. N. Hofer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FINALCO, INCORPORATED

Judy C. Wass

(Signature of Secured Party)

TITLE: Manager-UCC Department

Type or Print Above Signature on Above Line

1750

Equipment Schedule
to
Lease Schedule Number 860275-000

The Equipment consists of the following Units: Murata Business Systems, Inc.
These locations have the following equipment installed at The BDM Corporation:

EQUIPMENT: Per Location (except for McLean, Virginia location)

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>QUANTITY</u>
Multifax Autodialer	7200	1

<u>LOCATIONS</u>	<u>COUNTY/STATE/ZIP</u>	<u>SERIAL NUMBER</u>
The BDM Corporation 891 Elkridge Landing Road Linthicum	Anne Arundel, MD 21090	434610

An Equipment Lease Schedule Number 860275-000 dated as of June 25, 1986
to Master Lease Agreement dated as of October 27, 1985 between Finalco, Incorporated
as Lessor and The BDM Corporation as Lessee covering the aforementioned equipment.

516 454

RECORDED

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) JAYE MARIE UDEP BT 117 705 TELEPHONE RD SELDEN PA 16865		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2000 OPOTE BLVD - 2046 WOODBRIDGE VA 22195		3. <input type="checkbox"/> The Debtor is a transmitting utility	
				4. For Filing Officer (Date, Time, No. Filing Officer) RECORD FEE \$1.00 POSTAGE .50	

5. This Financing Statement covers the following types of items of property 1981 PONTIAC NEW YORK 40 1/2 IN SERIAL # 2329 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THEREON, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCTS OF THE COLLATERAL ARE ALSO COVERED. RECORDS AND THE DEBIT.		6. Assignments of Secured Party and Address(es) 15703 15703 JA	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
9. Name of a Record Owner			

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s) or <input type="checkbox"/> Lessee(s) and Lessor(s)					

JAYE MARIE UDEP
By Jaye Marie Udep Signature(s) of Debtor(s)
GREEN TREE ACCEPTANCE INC.
By Isabel Manfredi Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

To Be Recorded In The
Chattel Records of Anne
Arundel County And Among The
Financing Statement Records
Of The State Department of
Assessments And Taxation.

Not Subject To Recordation
Tax.

200000

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- | | | | |
|----|--|-------------------------|-----------|
| | | RECORD FEE | 14.00 |
| 1. | DEBTOR: BTC, INC.,
T/A BARCELONA TRADING COMPANY
326 First Street, Suite 21
Annapolis, Maryland 21403 | POSTAGE | .50 |
| 2. | SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 E. Lombard Street
Baltimore, Maryland 21202

Attention: Daniel G. Bittner,
Commercial Loan Officer | #029400 03-5 001 715428 | (8/21/87) |
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
- a. All of the Debtor's right, title, and interest in and to all of the following assets and/or property rights of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
- (i) All power boats, sailboats or other vessels held by the Debtor for sale or lease ("Inventory");
 - (ii) General Intangibles relating to Inventory or the sale of Inventory, including contracts with customers, deposits, prepayments, rights to distribute, sales agencies, licenses, permits, rights to indemnification, warranty rights, rights to rebates and franchises;
 - (iii) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses

14-20

in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory as well as all rights of any kind of the Debtor to receive payment or credit from any person as a result of the sale of Inventory (all of the foregoing being hereafter, "Receivables");

- (iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (v) All monies, bank accounts, or deposits with any financial institution;
- (vi) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

BTC, INC., T/A BARCELONA TRADING COMPANY, A Maryland Corporation

By: Jon E. Phillips (SEAL)
Jon E. Phillips,
President

Date: August 3, 1987

TO FILING OFFICER: After this Statement has been recorded,
please return to:

BOOK 516 PAGE 457

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: BB514.0039

BB5140039
6555.FS

STATE OF MARYLAND

BOOK 516 PAGE 458

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260230

RECORDED IN LIBER 494 FOLIO 298 ON January 31, 1986 (DATE)

1. DEBTOR

Name BTC, INC. T/A BARCELONA TRADING COMPANY

Address 326 First Street, Suite 18, Annapolis, Maryland 21403

2. SECURED PARTY

Name JON E. PHILLIPS

Address P.O. Box 3245, Annapolis, Maryland 21403

Joseph Tyssowski, Gebhardt & Smith,

Ninth Floor, World Trade Center, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00

POSTAGE .50

RECORDED 0345 001 115129

08/21/87

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

SUBORDINATION

The Secured Party subordinates the security interest evidenced by the above-referenced financing statement to the security interests of Baltimore Federal Financial, F.S.A. in the inventory, and proceeds thereof, of the Debtor.

Dated August 21, 1987

J. Phillips
(Signature of Secured Party)

JON E. PHILLIPS

Type or Print Above Name on Above Line

1080

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 459 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	20027
Record Reference:	
Date & Hour of Filing:	

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: C. Craig Trucking and Excavating, Inc.
(Name or Names)
7633 Spencer Road Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD 21234
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 FAYETTE & ST PAUL STS. Balto Md. 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One 1987 Marmon Model 57 P Truck S/N 1JUCEB189H1000237
With one 14' R&S Dump Body S/N 87030413

RECORD FEE 11.00
POSTAGE .50
#028260-0545 R01 715402
08/21/87

Lessee hereby grants to Lessor a security interest in any and all of its inventory, goods, equipment, fixtures, machinery, accounts, contract rights, general intangibles and any other property, or interest therein whatsoever, now owned or hereafter acquired, and Lessee agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor whether created hereunder or otherwise. Lessee hereby authorizes Lessor to file this Lease or a copy thereof, or any financing statements with respect to any security interest granted hereunder or under any other agreement between the parties in any state or jurisdiction within the United States, with or without the signature of Lessee. Lessee shall execute such additional instruments as Lessor deems necessary to perfect or record Lessor's interest granted hereunder.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
C. Craig Trucking and Excavating, Inc.
By: Carlton S. Craig President
(Title)
CARLTON S. CRAIG PRESIDENT
(Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD 21234

11.50

To Be Recorded In The Chattel Records of Anne Arundel County And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Not Subject To Recordation Tax.

200253

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: BTC, INC.,
T/A BARCELONA TRADING COMPANY
326 First Street, Suite 21
Annapolis, Maryland 21403

2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 E. Lombard Street
Baltimore, Maryland 21202

RECORD FEE 15.00
POSTAGE 30
4122430 0345 PM 115429
08/21/87

Attention: Daniel G. Bittner,
Commercial Loan Officer

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

JA

a. All of the Debtor's right, title, and interest in and to all of the following assets and/or property rights of the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All power boats, sailboats or other vessels held by the Debtor for sale or lease ("Inventory");
- (ii) General Intangibles relating to Inventory or the sale of Inventory, including contracts with customers, deposits, prepayments, rights to distribute, sales agencies, licenses, permits, rights to indemnification, warranty rights, rights to rebates and franchises;
- (iii) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses

1580

in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory as well as all rights of any kind of the Debtor to receive payment or credit from any person as a result of the sale of Inventory (all of the foregoing being hereafter, "Receivables");

(iv) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;

(v) All monies, bank accounts, or deposits with any financial institution;

(vi) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

BTC, INC., T/A BARCELONA TRADING COMPANY, A Maryland Corporation

By: Jon E. Phillips (SEAL)
Jon E. Phillips,
President

Date: August 3, 1987

BOOK 516 PAGE 462

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: BB514.0039

BB5140039
6555.FS

BOOK 516 PAGE 463

200200

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Riverbay Associates	920	Bestgate Road,	Annapolis,	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Potomac Savings Bank, FSB,	13401	New Hampshire Avenue,	Silver Spring,	Maryland

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

RETURN TO:

RECORD FEE 11.00

POSTAGE .50

8026380 DET7 R01 T15146

08/24/87

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
Name of Record Owner: Riverbay Associates, Attn: John A. Bruno
Description of Property: Parcels 232 and 233 on Tax Map 39, Block 17 among the Land Records of Anne Arundel County, Maryland
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

[Signature]

 RIVERBAY ASSOCIATES

 (Type or print name under signature)

[Signature] (Seal)

 (Corporate, Trade or Firm Name)
[Signature]

 Signature of Secured Party or Assignee

 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

1150

SCHEDULE FOR FINANCING STATEMENT

BOOK 516 111401

SCHEDULE A

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (excluding all such property which is owned by occupancy tenants of the debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease) including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

000000

BOOK 516 PAGE 465

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 49,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

COAST NAVIGATION

1934 LINCOLN DRIVE
ANNAPOLIS, MD 21401

Secured Party

Address

RECORD FEE 11.00
 RECORD TAX 343.00
 POSTAGE .50

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

#001030 0040 P03 115:38

08/24/87

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

FUJITSU 2020-D WITH 1.0 MB MAIN MEMORY, 86 MB DISK DRIVE (EXPANDABLE 258 MB), 1/4" CARTRIDGE TAPE DRIVE, SSIU PORT EXPANSION UNIT, 10 SERIAL PORTS (EXPANDABLE 20 PORTS), 1 PARALLEL PRINTER PORT, 1 SYSTEM COLOR MONITOR, PICK OPERATING SYSTEM, JET WORD PROCESSOR. PICK TO MS-DOS COMMUNICATIONS PACKAGE, 8 ADDS 1010 TERMINALS WITH 50FT. CABLES, 1 PRINTRONIX 150LPM MVP PRINTER, 1 IGA-20 (INTELLIGENT GRAPHICS), 1 FUJITSU DX 2200 PRINTERS, 1 MULTITECH 1200 BAUD MODEM. ALL SOFTWARE.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

COAST NAVIGATION INC

FARMERS NATIONAL BANK OF MARYLAND

By *John J. Inda*
 By *Carol L. Inda*

BY *William A Walker II*
 William A WALKER II, V.P.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

mail to _____

11.00
343.50

200297

BOOK 516 PAGE 400

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
 Amount is \$ 22545.00

Name of Debtor

Address

FERGUSON TRENCHING CO., INC.

123 REVELL HIGHWAY
ANNAPOLIS, MD 21401

RECORD FEE 11.00

RECORD TAX 161.00

POSTAGE .50

#001040 0040 R03 115#38

08/24/87

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

RAM MAX DIESEL TRAMPER SER. NO. 4739

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

FERGUSON TRENCHING CO., INC.

FARMERS NATIONAL BANK OF MARYLAND

[Handwritten Signature]

BY

[Handwritten Signature]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE

Mail to ~~ANNAPOLIS, MARYLAND 21401~~

11/11/87



209209

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 156,000.00
- To Be Recorded in Land Records of

Record in:

- SDAT
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel County
- RECORD FEE 11.00
RECORD TAX 3092.00
.50

NAME	Street	City	State
1. Debtor(s)			
Slender Reflections, Inc.	T.J. Maxx Center 81 49 B Ritchie Highway		
	Pasadena, Md. 21122	Suite #2 Crofton Depo	Maryland Route 450
	Crofton, Md. 21114	Northway Shopping Center	Old Mill Rd. & Route 3 Room 17
	Millersville, Md. 21108		

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Ann Loan Administration

Mail to

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s)
By: <u>Laurie E. Kettyle</u>	Slender Reflections, Inc.
Type Name <u>Laurie E. Kettyle</u>	<u>Mordecai E. Buckingham</u>
Title <u>Assistant Vice President</u>	<u>MORDECAI E. Buckingham</u>

	Type or Print Name and Title of Each Signature

11-1092-50

2004
AACD 1330
15-8219

516 468

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252096

RECORDED IN LIBER EAC473 FOLIO 377 ON May 22, 1984 (DATE)

1. DEBTOR

Name Reginald L. & Teddie Lou McNamara

Address 3481 Ranger Road, Davidsonville, MD 21035

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Mail to Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORDS FEE 10.00
E .50
4030110 777 R01 T08149
08/25/87
CR

Second National Building & Loan, Inc.

Dated February 23, 1987

Debbie Bailey
(Signature of Secured Party)

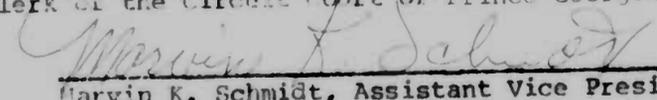
Type or Print Above Name on Above Line

Debbie Bailey
Vice President

16.50

200003

BOOK 516 PAGE 469

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) XXX Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Stockett, David Stockett, Joan 5234 Soloman Island Road Lothian, Anne Arundel, MD 20711	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Man to Lutherville, MD 20093	
XXXXXX Secured Party CIT Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>Amount of \$174,800.00 in the</i>	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Mack ED-686 Dump Truck s/n 1M2P138C5HA016739 One (1) New Mack Super Liner RW-713 Dump Truck s/n 1M2AY10CX1B4002724 One (1) New Benson 15ft Steel Dump Body s/n 88-41 One (1) New Benson 15ft Aluminum Dump Body s/n 87-547 Equipment may also be located at: 1532A Pointer Ridge Road Bowie, Prince Georges, MD 20716		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate) "We have certified under penalty of perjury, that the Recordation Tax was paid to the Clerk of the Circuit Court of Prince Georges County."  Marvin K. Schmidt, Assistant Vice President If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>David & Joan Stockett</u> BY <u>David Stockett</u> (Signature) By <u>Joan A. Stockett</u> Title <u>owner</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>David and Joan Stockett</u> <small>Type or print name(s) of person(s) signing</small>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u> BY <u>Marvin K. Schmidt</u> (Signature) By <u>M. K. Schmidt</u> <small>Type or print name of person signing</small>	

RECORD FEE 12.00
 POSTAGE .50
 08/25/87
 CK

12-50

FINANCING STATEMENT

BOOK 516 PAGE 470

- 1 To be recorded in the Land Records.
- 2 To be recorded among the Financing Statement Records.
- 3 Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 13,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5 Debtor(s) Name(s) Address(es) 133 Defense Highway
 Richard G. Reusch Suite 110
 Tammy L. Reusch Annapolis, MD 21401

RECORD FEE 10.00
 RECORD TAX 11.00
 POSTAGE .50

6. Secured Party Address 1832 George Avenue
 First Federal Savings & Loan Association of Annapolis Annapolis, MD 21401

423040 0777 RD1 109:26

Attention: Cathy Partridge - Manager
 (Type name & title)

09/25/87

Mail to

CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9 All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

[Signature] (Seal) _____ (Seal)
Jimmy L. Reusch (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

12 91 50

BOOK 516 PAGE 471

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas T. Lockett
 Address 3468 Pike Ridge Road - Edgewater, A.A., Maryland 21037

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.
 Address 6300 Crain Highway - Upper Marlboro, Maryland 20772
J.I. Case Credit Corp. - 5790 Widewaters Parkway, Syracuse, N.Y. 13214
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) New Case Model TL100
 Walk Behind Trencher
 Serial #1248087

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
#130550 LT77 #01 109:27	
08/25/87	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
 5790 Widewaters Parkway
 Syracuse, N.Y. 13214

Thomas T. Lockett
 (Signature of Debtor)

Thomas T. Lockett
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Jay Williams Sabman
 (Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
 Type or Print Above Signature on Above Line

11/90

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

800 516 472

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 254345.....;

Record Reference: Liber 479..... Folio 94.....;

Date of Filing: Oct. 24, 1984..

RECORD FEE 10.00

POSTAGE .50

#03 15:00 0777 801 109129

08/25/87

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Beal Industrial Products, Inc.

8236-R Telegraph Road
Odenton, Maryland 21113

3. The name and address of the Secured Party of Record is:

Mail to THE CITIZENS NATIONAL BANK
~~Fourth and Main Streets~~
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: July 28, 1987

By: Marilyn F. Horton
Marilyn F. Horton
Assistant Vice President

Type or print all names
and titles under signatures.

ILD-121-3M

15/30

200072

FINANCING STATEMENT—MARYLAND

File No. _____

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: _____

Mail to

- 4. This Financing Statement covers the following types (or items) of property: (Describe)
One (1) Caterpillar Wheel Loader, Model 926,
SN 94Z01605, complete

RECORD FEE 11.00
POSTAGE .50
403/360 07/27/87 109/36
09/23/87
CK

- 5. Check the lines which apply if any, and supply the information indicated:
 - (If collateral is crops). The above described crops are growing or are to be grown on: _____
(describe real estate)
 - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: _____
(describe real estate)
 - (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):
Corman Construction, Inc.

W G Cox

William G. Cox, President

Secured Party:
First Virginia Commercial Corporation

By _____
(AUTHORIZED SIGNATURE)
A. Charles Benedetto
President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

11/50

STATE OF MARYLAND

BOOK 516 m 47A

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259813

RECORDED IN LIBER 493 FOLIO 211 ON January 3, 1986 (DATE)

1. DEBTOR

Name CHERRY HILL CONSTRUCTION, INC.

Address 8170 Mission Road, Jessup, Maryland 20794

2. SECURED PARTY

Name AMCA International Finance Corporation

Address 200 Executive Drive, Brookfield, WI 53005

The CIT Group/Equipment Financing, Inc., 2323 N. Mayfair Road, P.O. Box 26036, Wauwatosa, WI 53226
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
40000 177 801 109436
08/25/87

3. Maturity date of obligation (if any)



CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Name and address of assignee: The CIT Group/Equipment Financing, Inc.
2323 North Mayfair Road, P.O. Box 26036
Wauwatosa, Wisconsin 53226

Mail to

The collateral assigned is: One (1) KOEHRING Model BW213D BOMAG Vibratory Roller, S/N 400-119433, together with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

AMCA International Finance Corporation

Ken P. G... Aulet...
(Signature of Secured Party)

Dated _____

Type or Print Above Name on Above Line

1050

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

BOOK 516 PAGE 475

FINANCING STATEMENT

DATE: August 10, 1987

200273

() Not Subject to Recordation Tax
() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S):
HRA Construction, Inc.
15 Silverwood Circle
ADDRESS: Annapolis, Maryland 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: *Mail to* P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE .50
MICROFILMED 0777 R01 709:37
08/25/87
CK

1150

DEBTOR(S):
HRA Construction, Inc.
(Company Name)

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
H. Robert Armitage, President

BY: [Signature]
(Authorized Signature)

BY: _____

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

PRINT OR TYPE ALL INFORMATION

BOOK 516 PAGE 470

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY, MARYLAND
~~STATE CORPORATE COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed

James D. Bailey
Bonnie K. Bailey
1144 Delaware Avenue
Churchton, MD 20733

Check the box to describe the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT RECORD FEE 11.00
- PARTIAL RELEASE OF COLLATERAL .50
- TERMINATION #030690 0777 R01 709438

Name & address of Secured Party

Security Bank Corporation
P.O. Box 3127
Manassas, VA 22110

Name & address of Assignee

08/29/97
CK

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

1979 Caterpillar Model 941 SN: 80H6205
1979 International Model 2400 Backhoe Model SN: 2230092U201323
and all accessories to both pieces of equipment

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

11/50

[Signature]

Bonnie Bailey

Signature of Debtor if applicable (Date)

[Signature]

Signature of Secured Party if applicable (Date)

MARYLAND FINANCING STATEMENT

BOOK 516 PAGE 477

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Ashleys Restaurant & Lounge
7213 Baltimore Annapolis Blvd., Ferndale, MD 21061
(Name or Names)
(Address)

LESSEE _____
(Name or Names)
(Address)

2. LESSOR TELECOM SPECIALISTS, INC.
8970 - B. Route 108, Columbia, MD 21045
(Address)

3. ASSIGNEE (if any) of LESSOR
The Palmer National Bank
1667 K Street N.W.
Washington, D.C. 20006
(Address)

RECORD FEE 11.00
SEARCH FEE .50
RECORDING COSTS 709.40
03/25/97

4. This financing Statement covers the following types (or items) of property:
- 1 KSU (up to 4 line)
 - 3 400D Line Cards
 - 3 6 Button Wall phones
 - 1 6 Button Desk phones
 - 1 7 Button HFU phone
 - 1 Intercom
 - 1 Deamon Dialer

purchase price \$ 2,359.80

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Dennis Mark Kovacs
By: Dennis Mark Kovacs
(Title) President
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
TELECOM SPECIALISTS, INC.
By: J.T. Dykman
(Title) Pres.
(Type or print name of person signing)

Return to:
The Palmer National Bank
1667 K Street N.W.
Washington, D.C. 20006

11/50
Mail to 7

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Book File No. 516 PAGE 478

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FINANCIAL INVESTMENT ASSOCIATES INCORPORATED PLEASE CROSS INDEX
Address 191 Waukegan Road, Suite 106, Northfield, Illinois 60093

2. SECURED PARTY

Name THE CIT GROUP/EQUIPMENT FINANCING, INC.

Mail to Address 600 Penton Plaza, Cleveland, Ohio 44114

RECORD FEE 13.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. 30 2777 301 109143

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SHEETS CONSISTING OF 2 PAGES
REF: Lease Agreement No. 401-60-1001-02, Schedule A-01
Supplied by: SEE ATTACHED SHEETS
EQUIPMENT LOCATED AT: HOLIDAY UNIVERSAL, INC., d/b/a GLEN BURNIE,
7138 Ritchie Highway, Glen Burnie, Maryland 21061
(Filed with Clerk of Circuit Court - Anne Arundel)

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FINANCIAL INVESTMENT ASSOCIATES INCORPORATED

Donald M. Redmond LEASE OPERATIONS
(Donald M. Redmond) Mr.

Donald M. Redmond
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE CIT GROUP/EQUIPMENT FINANCING, INC.

Elaine Brogowicz
(Signature of Secured Party)

Elaine Brogowicz

Type or Print Above Signature on Above Line

13.50

SCHEDULE A

BOOK 516 - 478

Annexed to and made a part of a Financing Statement between Financial Investment Associates Incorporated, Debtor, and The CIT Group/Equipment Financing, Inc., Secured Party.

Equipment as more fully described on attached sheets and accessories plus any additions, substitutions or replacement thereof, located at HOLIDAY UNIVERSAL, INC., d/b/a GLEN BURNIE, 7138 Ritchie Highway, Glen Burnie, Maryland 21061, Master Lease Agreement No. 401-60-1001-02, Schedule A-01 dated June 5, 1987 between Debtor as Lessor and HOLIDAY UNIVERSAL, INC. as Lessee and accounts, contract rights, chattel paper, or instruments arising therefrom together with an assignment of all rentals and other payments due and to become due thereunder and the equipment therein described including all termination, casualty and insurance payments. The Debtor has no right to dispose of the collateral until the Security Agreement is satisfied.

DEBTOR AS LESSOR: FINANCIAL INVESTMENT ASSOCIATES INCORPORATED

SECURED PARTY: THE CIT GROUP/EQUIPMENT FINANCING, INC.

LESSEE: HOLIDAY UNIVERSAL, INC.
300 East Joppa Road
Towson, Maryland 21204



The Symbol of Fitness

Paramount Fitness Equipment Corp.
6450 East Bandini Blvd., Los Angeles, CA 90040-3185
Telephone (213) 721-2121

INVOICE NO. 00010079
DATE 11/25/86

095010
U.S. HEALTH, INC.
200 E. JUPITER ROAD, SUITE 703
TOWSON, MD 21284

HOLIDAY SPA GLEN BURNIE
7168 NORTH RITCHIE HWY
GLEN BURNIE, MD

BUYER P.O. NO. 2061413	BUYER'S PHONE (301) 296-8800	SHIP TO PHONE (301) 768-0300	ESTIMATED SHIP DATE 11/26/86	SALESPERSON CHRIS J. CREJ
BUYER NAME GYM EDWYMAN	TERMS NET 30	FREIGHT PPD ADD	F.O.B. FACTORY	SHIPPED/INVOICE DATE 11/25/86

QTY	QTY	MODEL NUMBER	DESCRIPTION	SERIAL NUMBER	UNIT PRICE	TOTAL
1	001	ST-2EMR	SQUAT, CHROME REG. WTS.	002,003	2,610.00	3,654.00
1	001	ST-1000	CHEST PRESS, STANDARD, CHROME REG. WTS.	001	1,840.00	1,280.00
1	001	ST-700	LEG CURL, CHROME OPT. WTS.	006,007	1,810.00	2,534.00
1	001	ST-1900	LAT PULLEDOWN, CHROME OPT. WTS. & CHAIR	001,007	1,955.00	2,737.00
1	001	ST-1900	LAT CHAIR FOR ST-7	195,00	273.00	273.00
1	001	ST-000	LEG EXTENSION, CHROME OPT. WTS.	002,003	1,785.00	2,492.00
1	001	ST-007	LOW PULLEY, CHROME OPT. WTS.	003,003	1,635.00	2,289.00
1	001	ST-206	SIT-UP BOARD/"T" BAR & KNEE REST, MAHOGA	013,013	595.00	808.00
1	001	ST-1500	HUMAN EXERCISE BENCH, CHROMED	680,00	30.00	252.00
1	001	ST-1500	VERTICAL KNEE RAISE, CHROMED	395,00	30.00	558.00
1	001	ST-1500	VERTICAL BUTTERFLY, CHROME, 110LB WTS	2,050,00	30.00	2,870.00
1	001	ST-1500	SHOULDER PRESS, STANDARD, CHROME REG. WT	1,005,00	30.00	1,268.50
1	001	ST-1500	BOARD SIT-UP RACK, CHROMED	225,00	30.00	315.00

INITIALS *RF*

GRAITING 0.00
ALES TAX 0.00
INSTALLATION 945.45
FREIGHT 2,050.00
LESS DEPOSIT 25,095.95
SUBTOTAL 22,040.50
TOTAL 25,095.95
BALANCE DUE 0.00

ACCOUNTING DEPT

20077

BOOK 516 PAGE 481

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Bollinger, Dale E.
Address 502 Southview Drive Riva, MD 21140

2. SECURED PARTY

Name John C. Louis, Inc.
Address 1805 Cherry Hill Rd. Baltimore, MD 21203
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

Mail to _____

RECORD FEE 17.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) real estate

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Dale E. Bollinger
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

LARRY E. KIMMEL ASST. VP

Type or Print Above Signature on Above Line

08/25/87
CK

CONDITIONAL SALE CONTRACT NOTE BOOK 516 PAGE 452

TO: John C. Louis, Inc. FROM: Dale E. Bollinger
1805 Cherry Hill Rd. Baltimore, MD 21203 502 Southview Drive Riva, MD 21140

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions.

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Used 1978 Gallion Model 46T, Portable Roller, S/N 58605

*except that there shall be no payments made during the months of January, February and March of the years 1988 and 1989.

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE, DOWN PAYMENT in Cash, DOWN PAYMENT in Goods, UNPAID BALANCE, INSURANCE and other Benefits, OFFICIAL or DOCUMENTARY FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

* Description of any Trade-In:

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at 502 Southview Drive Riva Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Nine thousand three hundred twenty six and 52/100 Dollars (\$ 9,326.52)

being the above indicated Contract Price (hereinafter called the "time balance") in 18 monthly installments, commencing on the 10th day of September, 1987, and continuing on the same date each month thereafter until paid; the first 17 installments each being in the amount of \$ 518.14 and the final installment being in the amount of \$ 518.14 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: August 5, 19 87 BUYER(S)-MAKER(S): Dale E. Bollinger
Accepted: John C. Louis, Inc. (SEAL) By: Dale E. Bollinger (SEAL)
By: Wilmer S. Davison, President (SEAL)
Witness as to Buyer and Co-Maker's Signature: Andrew M. Davison

This instrument prepared by

**and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, ~~Holder shall have the right to~~ Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. ~~Buyer hereby irrevocably authorizes any officer of any court of record to appear in and enter judgment against Buyer in any jurisdiction where such action is not permitted by law for the Balance and other sums due to Holder, plus expenses and 20% added for attorney's fees without any of conditions and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overpayments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver a future occasion. ~~A part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glower, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York. Holder agrees to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

INITIAL
HERE
INITIAL
HERE
INITIAL
HERE

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

WAIVER TO BE EXECUTED BY LANDLORD AND MORTGAGEE OF PREMISES WHERE PROPERTY IS TO BE INSTALLED OR DELIVERED.
 (Should be executed whenever the property may be attached to realty)

The undersigned, Landlord and Mortgagee, respectively, of the premises at _____ (Number and Street Address of installation/delivery)

as an inducement to Seller to deliver the property described in the contract note annexed hereto, and in consideration thereof, hereby severally agree that said property shall remain chattels, and severally waive as to the Seller designated in said contract, and CREDIT ALLIANCE CORPORATION, and any assignee thereof, all claims and demands of every kind (including distraint) against said property and all replacements and additions thereto, this agreement and waiver to continue in full force and effect until Buyer has paid the full amount owing by Buyer in accordance with the terms and conditions of said contract note and all renewals, extensions and/or substitutions thereof.

Dated this _____ day of _____ 19 _____
 WITNESSED BY: _____ (Landlord)
 _____ (Mortgagee)

INSTRUCTIONS: - Subject to local requirements DO NOT USE THIS FORM:

- A. For MOTOR VEHICLES and NON-COMMERCIAL GOODS (unless prior clearance is obtained from CREDIT ALLIANCE CORPORATION).
- B. In HAWAII, LOUISIANA, NORTH DAKOTA, PUERTO RICO, and VIRGINIA.
- C. In CONNECTICUT, if the cash price is under \$6,000.01; and in MARYLAND, if the cash price is under \$5,000.01.

The following states may require completion of the Preparer's Statement (on contract): Arkansas, Indiana, North Carolina, Ohio.

All BLANKS must be filled in BEFORE the parties sign. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the AFFIXATION NOTICE and WAIVER by Landlord and Mortgagee.

When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have Partners sign.

In view of technical local requirements, CREDIT ALLIANCE CORPORATION cannot be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and its Trading Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranties hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated August 3, 1937

between John C. Louis, Inc. as Seller/Lessor/Mortgagee and Dale E. Bollinger 502 Southview Drive Riva, MD 21140 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor") together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining therein, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made by us, it reserves a valid, free and clear title interest as a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 9,326.52

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of August 1937

John C. Louis, Inc. (SEAL)

By: Wilmer S. Davison, President

Small print text at the bottom of the page, likely a disclaimer or legal notice.

BOOK 510-1485

200273

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORD FEE 11.00

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

POSTAGE .50

430860 0777 401 109156

DEBTOR
Why Knot, Inc.
206 Main Street
 (Name)
Annapolis, Maryland 21401
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Peggy A. Hall
 (Name of Loan Officer)
 Mail to 18 West Street
 (Address)
Annapolis, MD 21401

18/10/87 CK

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
 ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or other reacquired by Debtor and all products and proceeds thereof including but not limited to sale proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3 Products of the collateral are also specifically covered.
- 4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Why Knot, Inc. (Seal)
Joan C. Chiaromonte (Seal)
 (Signature)
Joan C. Chiaromonte - President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11/50

CROSS INDEX

BOOK 516 PAGE 488

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 506 Page No. 194
Identification No. 265235 Dated 12/16/86

1. Debtor(s) { Lawrence J. and Ruth E. Stevens
Name or Names—Print or Type
7647 Turnbrook Dr. Glen Burnie Md. 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 11.00
POSTAGE .50
RECORDS UNIT FOR 1986
12/25/87

al

Dated: 8/10/87 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

AA

CROSS INDEX

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 484

Page No. 201

Identification No. 256254

Dated 4/13/85

1. Debtor(s) { Wilson D. and Veda A. Waterworth
Name or Names—Print or Type
1106 Armistead St. Glen Burnie Md. 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

POSTAGE 13.00
4/13/85 5771 811 109157
13.50
OK

Dated: 8/10/87

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.50

CROSS INDEX

BOOK 516 PAGE 488

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 476

Page No. 314

Identification No. 253265

Dated 8/10/87

1. Debtor(s) { George and Ann Flynn
Name or Names—Print or Type
289 Carvel Rd. Pasadena Md. 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

REGISTRATION FEE 13.00
POSTAGE .50
#132496 (TTT NO) 109457
8/25/87

CK

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Dated: 8/10/87

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

1350

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 455 Page No. 298
Identification No. 244774 Dated 10/26/87

1. Debtor(s) { James H. Wilder Jr and Ursula K. Wilder
Name or Names—Print or Type
{ 4238 Marlton Ct. Severn Md. 21144
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
{ 6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE 50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

08/25/87
OK

Dated: 8/10/87
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

13.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 455 Page No. 29
Identification No. 261770 Dated 10/26/82

1. Debtor(s) { Harry W. and Jomenica P. Langgood
Name or Names—Print or Type
300 Quahart Rd. Glen Burnie Md. 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 13.00
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

05/23/87
K

Dated: 8/10/87 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1350

BOOK 516 PAGE 491

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Scopus Corp
333 Aiken street
Lowell, Ma 01853

2 Secured Party(ies) and address(es)



Shawmut
Bank of Boston, N.A.

One Federal St., Boston, MA 02110

For Filing Officer (Date, Time, Number, and Filing Office)

This statement refers to original Financing Statement No

01112-345 dated 8/30/82

identifying file # 244013 Liber 453 Folio 339

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other:

RECORD FEE 10.00
POSTAGE .50
RECORDED CITY AND COUNTY 08/25/87

File with: Clerk of the Circuit Court, Anne Arundel County

Shawmut Bank, N.A.

Dated: 7/7/87, 19.....

By: *[Signature]*
(Signature of Secured Party)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3

10.50

CK

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) Garland, H. Raymond Raye E. 1548 Bandury Court Crofton, Maryland 21114	2. Secured Party(ies) Name(s) and Address(es) The First National Bank of Toms River 975 Hooper Ave. Toms River, NJ 08753	No. of additional Sheets Presented: _____ <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Office: Date, Time, No. Filing Office
--	--	--

5. This statement refers to original Financing Statement No. 246304 filed (date) 2-23-83 with POSTAGE

6. A Continuation The original Financing Statement bearing the above file number is still effective.
 Terminated The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records. Section _____ Block _____ Lot _____

By _____ Signature(s) of Debtor(s) (only on amendment)

By Constance A. Hubbard er
 (Signature(s) of Secured Party(ies))
 Constance A. Hubbard, Asst. Cash.

BOOK 516 1987-1988

FINANCING STATEMENT CHANGE

Ford Motor Credit Company

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) Suburban Lawn & Landscape Serv. 1300 Suburban Way Crownsville, Md 21032	2. Secured Party(ies) and Address(es) Ford Motor Credit PO Box 437 Rich VA. 23111
---	--

3. Maturity Date:
For Filing Officer (Date, Time, Number and Filing Office)

This Statement refers to original Financing Statement No. 353461
Date filed: 7-19 19 87 Filed with

SEARCH FEE 10.00
STORAGE 50
RECORDING FEE 10.00
TOTAL 70.00

08 12/87

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above.
 - To show the Debtor's new address as indicated above.
 - As set forth below.

(Signature of Debtor, if required) (Debtor)

By: Jennifer L. Giles (Signature of Secured Party)

F.M.C.C.
DEC 66 7288-A
Previous editions may NOT be used.

105.50

FILING OFFICER COPY - ALPHABETICAL

FINANCING STATEMENT CHANGE *Ford Motor Credit Company,*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Addresses: Selds, William 7380 Cider Hill Gossyp Md. 20774	2. Secured Party(ies) and Addresses: Ford Motor Credit P.O. Box 637 Ft. Worth, Va. 23111	3. Maturity Date: For Filing Officer (Date, Time, Number and Filing Office): RECORD FEE 10.00 STAMP 1.00 REGISTER (777 401 109154) 12/25/87
This Statement refers to original Financing Statement No. 253199		This instrument prepared by:
Date filed 3-9, 1984 Filed with		

- A. CONTINUATION -- The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE -- From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT -- The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION -- The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT -- The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated above.
 - To show the Debtor's new address as indicated above.
 - As set forth below.

(Signature of Debtor, if required) (Debtor)

Dated: _____, 19____

By: Jord Motor Credit (Secured Party)
Jennifer L. Gies (Signature of Secured Party)

209270

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es) Leo's Vacation Center, Inc. 729 MD Rt. 3 N. Lane Gambrills, MD 21054	(2) Secured Party(ies) (Name(s) And Address(es)) General Electric Credit Corporation Ste. 200 11121 Carmel Commons Blvd. Pineville, NC 28134	No. of Additional Sheets Presented
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	For Filing Officer

Mail to

(5) This Financing Statement Covers the Following types [or items] of property:
 All inventory, wherever located, whether new, used or repossessed, presently owned or hereafter acquired, and all equipment, present and future, used or intended for use in connection therewith, and all accounts, contract rights, documents, accounts receivable, general intangibles, chattel paper, books and records, presently existing or hereafter arising; together with any such property returned to or repossessed by the debtor and all present and future accessions to, substitutions for, products and proceeds of any of the foregoing; all reserves of any type, description or origin, established at any time by Secured Party, and all funds or property of the Debtor in possession of Secured Party, or in transit to or from Secured Party. Inventory includes but is not limited to mobile homes, manufactured homes, modular homes, motorhomes, travel trailers, camper units, and recreational vehicles.

Not Subject to Recordation Tax.

Proceeds of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Leo's Vacation Center, Inc.
Leo Markus
Standard Form Approved by N.C. Sec. of State and other states shown above.

Anne Arundel County

(By) *Michael*
General Electric Credit Corporation
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

11
37

197927

BOOK 516 PAGE 496

9.82.9
7/15/87

STATEMENT OF ASSIGNMENT OF
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the [financing statement/land] records of Anne Arundel County, Identifying File No. 254372, in liber 479, folio 129, on October 26, 1984.

1. NAME AND ADDRESS OF DEBTOR:

Leroy M. Merritt
2066 Lord Baltimore Drive
Baltimore, Maryland 21207

2. NAME AND ADDRESS OF SECURED PARTY:

The First National Bank of Maryland
Patricia A. Brian, Trustee
Anna M. Marcellino, Trustee
c/o The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland 21201
ATTENTION: Commercial Real Estate Division
Banc #101-820

RECORD FEE 10.00
POSTAGE .50
#018450 0055 R02 T10:21
08/25/87

Mail to

OK

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156

1000
1/30



BOOK 516 PAGE 497

4. The Secured Party of record has assigned, without recourse, to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

RETURN TO:

Patrick M. Shelley, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, Maryland 21201

SECURED PARTIES:

THE FIRST NATIONAL BANK OF
MARYLAND

By: [Signature] (SEAL)

[Signature]
(Print Name)

[Signature]
(Title)

[Signature]
Anna M. Marcellino, Trustee

[Signature]
Patricia A. Brian, Trustee

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146
Commercial

197927

200001

2

D-2
9.82.30

BOOK 516 PAGE 498

To be Recorded In Financing
Statement of
How Arundel County, Maryland

Not Subject to
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust or Deeds of Trust recorded or to be recorded among the Land Records of Howard County, and Anne Arundel County and given as security for the same indebtedness.

FINANCING STATEMENT

This Financing Statement dated August 20th, 1987, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:

Address:

Leroy M. Merritt

2066 Lord Baltimore Drive
Baltimore, Maryland 21207

~~RECORD FEE 25.00~~
~~TOTAL 25.00~~
~~#018660 C055 R02 T10:22~~

2. Secured Party:

Aetna Life Insurance
Company

CityPlace
Hartford, Connecticut
06156
Attn: Aetna Realty
Investors, Inc.

~~08/25/87~~

Mail to _____

RECORD FEE 25.00
POSTAGE .50
#018670 C055 R02 T10:24

08/25/87
CK

27.50
2/10

BOOK 516 11-499

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now owned or leased by Debtor or hereafter acquired and now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor

BODY 516 500

coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a certain Consolidated Deed of Trust, Assignment of Rents and Security Agreement created pursuant to an Agreement of Confirmation, Consolidation, Modification, Extension, and Spreading of even date herewith by and among Debtor, Merritt Family Partnership No. 3, the Secured Party and the Trustees for the Secured Party and

recorded or intended to be recorded among the Land Records of Howard County, Maryland, and Anne Arundel County, Maryland, securing a Consolidated Deed of Trust Note from Leroy M. Merritt and Merritt Family Partnership No. 3 and Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain parcel of land and the improvements thereon located in Howard County, Maryland, containing approximately 11.019+ acres, a certain parcel of land and the improvements thereon located in Howard County, Maryland, containing approximately 20.966+ acres, and a certain parcel of land and the improvements thereon located in Anne Arundel County, Maryland, containing approximately 10.040+ acres, all as more particularly described in Exhibit A attached hereto.

WITNESS:

Debtor:

Nancy M. Peters

Leroy M. Merritt (SEAL)
Leroy M. Merritt

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

9.82.25

EXHIBIT A

PARCEL ONE

BEGINNING for the same on the southerly side of Charwood Road, 80 feet wide, at the point designated 3 as shown on the plat entitled "Phase II, Section IIB, Block I, Parcel "A", Baltimore Commons Business Park" dated February 9, 1981, recorded among the Plat Records of Anne Arundel County, Maryland as Plat #4140, Book 79, Page 15; thence from said place of beginning, binding on the easterly outline of Lot 9-A, and binding reversely on the westerly outline of Block "I", Parcel "A" as shown on said Plat, (1) South 14° 01' 22" West 981.95 feet, thence binding on the southerly outline of Lot 9-A, (2) North 73° 18' 03" West 451.74 feet to intersect the easterly side of the Relocated Ridge Road, 80 feet wide, thence binding on said side of said Road, (3) North 14° 01' 22" East 915.85 feet to the cut-off leading to the southerly side of the proposed Charwood Road, thence binding on said cut-off, (4) North 59° 01' 22" East 63.64 feet to the southerly side of said proposed Road, 80 feet wide, thence binding thereon, (5) South 75° 58' 38" East 406.25 feet to the place of beginning.

BEING KNOWN AND DESIGNATED as Block 'I', Parcel 'B', 10.040 acres, more or less, as shown on a Plat entitled, "Block 'I', Parcel 'B' BALTIMORE COMMONS BUSINESS PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 92, folio 30, also being the same property described in a Deed dated October 22, 1984 from Botaba Realty Company as recorded among the Land Records of Howard County in Liber 3806, folio 464.

PARCEL TWO

BEGINNING for the same at a point on the eastern side of U.S. Route 1 at a point having coordinates of North 10,858.17 and East 10,559.25 as shown on a plat entitled "Property of Howard County Title Holding Company, Inc" dated November 21, 1973 and recorded among the Plat Records of Howard County, Maryland in Plat Book 26, folio 43, thence leaving said Route 1 and binding on the outline of Parcel 'A' as shown on said plat 1) South 58 degrees 01 minutes 40 seconds East 950.00 feet, running thence continuing the bind on the outline of Parcel 'A' the three following courses viz: 2) South 31 degrees 58 minutes 20 seconds West 848.92 feet, 3) North 74 degrees 13 minutes 28 seconds West 494.99 feet, and 4) North 62 degrees 19 minutes 12 seconds West 475.98 feet to intersect the eastern side of U. S. Route 1,

running thence binding on the eastern side of U. S. Route 1 and on the outline of said Parcel "A" 5) North 31 degrees 58 minutes 20 seconds East 102.62 feet to the place of beginning.

Containing 20.966 acres of land, more or less.

BEING all of Parcel A-1 as shown on a plat entitled "Property of "Leroy M. Merritt" Parcel "A" - A Resubdivision of Howard County Title Holding Company, Inc.", dated February 27, 1985 and recorded among the Plat Records of Howard County, Maryland as Plat No. 6244, also being all of that parcel of land described in a deed dated September 21, 1984 between Howard County Title Holding Company, Inc. and Leroy M. Merritt and recorded among the Land Records of Howard County, Maryland in Liber 1293, folio 664.

TOGETHER WITH the use in common with others entitled thereto, easements as described in a Release and Declaration of Easement, dated 6th March, 1975 and recorded among the Land Records of Howard County, Maryland in Liber C.M.P. 715, folio 623.

PARCEL THREE

BEGINNING for the same at a point North 30 degrees 37 minutes 44 seconds East 931.00 feet from a point on the easternmost edge of Oakland Mills Road at the end of the Fortyninth or North 37 degree 19 minutes 08 seconds West 107.14 foot line of the property described in a deed dated August 13, 1963 from Henry J. W. Sieling to Howard Research and Development Corporation, as recorded among the Land Records of Howard County WHH Liber 404, folio 765, and running thence for six (6) new lines of division the following courses and distances, viz: (1) North 39 degrees 58 minutes 35 seconds East 498.20 feet, (2) South 50 degrees 01 minutes 25 seconds East 501.45 feet, (3) North 39 degrees 58 minutes 35 seconds East 80.00 feet, (4) South 50 degrees 01 minutes 25 seconds East 321.31 feet, (5) South 32 degrees 07 minutes 57 seconds West 630.28 feet and (6) North 47 degrees 06 minutes 54 seconds West 909.95 feet to the place of beginning. Containing 11.007 acres of land, more or less.

BEING the same property described in a Deed dated July 18, 1985 from Sylvia Lavada Hackett et al as recorded among the Land Records of Howard County in Liber 1368, folio 544.

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21144
Commercial

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Summerhill Mobile Home Park, a Maryland Partnership consisting of
 Name Arthur L. Silber, Seth Silber and Alana Silber, Partners
 Address 52 Summerhill Road, Crownsville, MD 21032

2. SECURED PARTY

Name Kidde Credit Corporation
 Address 30 Washington Center, Hagerstown, MD 21740

RECORD FEE 14.00
 POSTAGE .50
 #001250 0040 R03 112:00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

08/25/87
 CK

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (a) Duplex water softening equipment (water conditioning and iron removal system) Model HA450 manufactured by Culligan, Inc., including but not limited to all water conditioning tanks, brine tanks, distribution systems, control systems, chemical feed systems, valves, pipes, fittings and electrical attachments, all accessories and spare parts together with all existing and future replacements thereof, and repairs placed thereon; and
- (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

The filing of this financing statement shall not of itself be a factor in determining whether or not the subject lease is intended as security under the Uniform Commercial Code.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

All that land and property known as Summerhill Mobile Home Park located in Crownsville, Anne Arundel County, Maryland on Summerhill Road off of Honeysuckle Lane more fully and completely described in a deed recorded at Liber 3695, Folio 835 among the land records of Anne Arundel County, Maryland.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 ARTHUR L. SILBER, Partner
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 Alana Silber, Partner
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 SETH SILBER, Partner
 Type or Print Above Signature on Above Line

 (Signature of Secured Party)
 KIDDE CREDIT CORPORATION
 Type or Print Above Signature on Above Line

1403

200003

FINANCING STATEMENT

BOOK 516 PAGE 505

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on no initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661

RECORD FEE 13.00
 POSTAGE .50
 #001520 0040 R03 T13:18

Mail to

Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

08/25/87
CK

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.

By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

1303

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

SCHEDULE A

BOOK 516 PAGE 506

MAKE

MODEL

SERIAL NUMBER

Baretta
Baretta
Baretta
Baretta

Success
Supersport
Supersport
Supersport

MHP24348G788
MHP24350G788
MHP24186G788
MHP24268G788

203201

FINANCING STATEMENT

BOOK 516 PAGE 507

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$90,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Gary R. Middleton and
Alice I. Middleton, his wife.

RECORD FEE 14.00
POSTAGE .50
#019320 0237 R02 T15:14
09/25/87
CK

ADDRESS:

96 and 98 Ritchie Highway
Pasadena, Maryland 21122

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

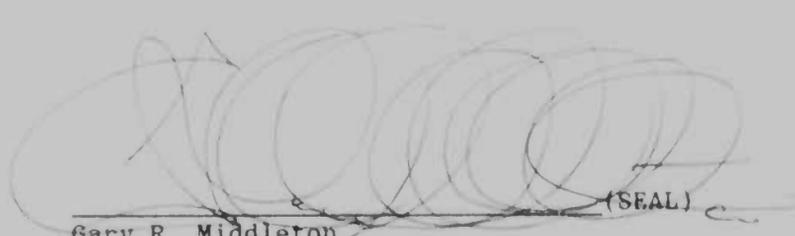
Mail to

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

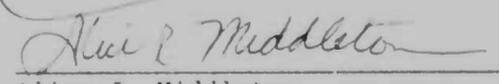
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 40,681 SQUARE FEET, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY, ANNE ARUNDEL COUNTY, MARYLAND and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: August 7, 1987



Gary R. Middleton (SEAL)



Alice I. Middleton (SEAL)

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

SCHEDULE A

30228

M. Bopst Property, located in the third Election District of Anne Arundel County, Maryland. Beginning for the subject property at the northeast corner of the J. Neubauer, Jr. Property which is described in a deed recorded in Liber 1339 at Folio 67 among the Land Records of Anne Arundel County, Maryland and thence with the northerly line of the aforesaid property and Section 1 of Severna Park Country Club Subdivision which is as recorded in Plat Book 62 at Folio 24 among the aforesaid land records South 69 deg. 54' 00" West, 313.46 feet to an iron pipe found and thence with the easterly line of the R.W. Seaton Property which is as described in a deed recorded in Liber 2417 at Folio 79 among the aforesaid land records the following two courses and distances (1) North 20 deg. 06' 00" West, 44.26 feet to a point and thence (2) North 64 deg. 57' 10" West, 63.01 feet to a point and thence with the easterly line of a 40 foot right-of-way (Road) North 36 deg. 53' 30" East, 156.40 feet to a point and thence with the outline of the J.A. Reigle Property which is as described in a deed recorded in Liber 2064 at Folio 35 among the aforesaid land records the following two courses and distance (1) South 42 deg. 20' 00" East, 71.55 feet to a point and thence (2) North 63 deg. 32' 00" East, 182.41 feet to a point and thence with the westerly right-of-way line of Governor Ritchie Highway-State Route #2 (150 foot right-of-way) South 28 deg. 16' 00" East, 129.44 feet to a point of beginning and containing 40,681 square feet of land more or less.

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1 BOOK **516** PAGE **510** Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **09283**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Summerhill Mobile Home Park, a Maryland Partnership consisting of Arthur L. Silber, Seth Silber and Alana Silber, Partners
 Address 52 Summerhill Road, Crownsville, MD 21032

2. SECURED PARTY

Name Kidde Credit Corporation
 Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 15.00
 POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

- (a) Duplex water softening equipment (water conditioning and iron removal system) Model HA450 manufactured by Culligan, Inc., including but not limited to all water conditioning tanks, brine tanks, distribution systems, control systems, chemical feed systems, valves, pipes, fittings and electrical attachments, all accessories and spare parts together with all existing and future replacements thereof, and repairs placed thereon; and
 (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

XXXXXXXXXXXXXXXXXXXX

08/25/87
 CK

#001560 0040 R03 113420

The filing of this financing statement shall not of itself be a factor in determining whether or not the subject lease is intended as security under the Uniform Commercial Code.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

All that land and property known as Summerhill Mobile Home Park located in Crownsville, Anne Arundel County, Maryland on Summerhill Road off of Honeysuckle Lane more fully and completely described in a deed recorded at Liber 3695, Folio 835 among the land records of Anne Arundel County, Maryland.

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Arthur L. Silber
 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 ARTHUR L. SILBER, Partner
 Type or Print Above Name on Above Line

Seth Silber
 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 SETH SILBER, Partner
 Type or Print Above Signature on Above Line

Alana Silber
 (Signature of Debtor)
 SUMMERHILL MOBILE HOME PARK
 Alana Silber, Partner

Charles S. Wagner
 (Signature of Secured Party)
 KIDDE CREDIT CORPORATION
 Type or Print Above Signature on Above Line

15.00

260253

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$844,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: July 31 , 1987

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address: |
| MAGO VISTA ASSOCIATES | 10942 Beaver Dam Road
Hunt Valley, Maryland 21030 |
| 2. Secured Party: | Address: |
| FAIRVIEW FAIRVIEW FEDERAL SAVINGS
LOAN ASSOCIATION | 9151 Baltimore National Pike
Ellicott City, Maryland 21043 |

RECORD FEE 13.00
 .50
 #01-850 0345 R01 715108
 08/14/87
 CLS

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

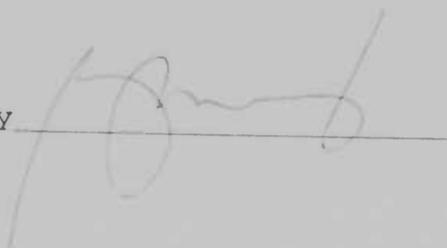
3



4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

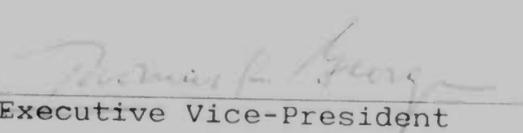
DEBTOR:

MAGO VISTA ASSOCIATES

By 

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By 

Executive Vice-President

MVFS1650.110 H1

INCLUDED IN AND FORMING PART OF THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
SCHEDULE "A"
COMMITMENT NO. 202751

ALL THAT PARCEL OF LAND situate in the Third Taxing District of Anne Arundel County being shown as Phase VI, on a Plat entitled, CONDOMINIUM PLAT, THE MOORINGS ON THE MAGOTHY, PHASE III, dated July, 1985 and recorded among the Plat Records of Anne Arundel County Plat Book E-28, folio 47, to include Units 40 thru 46 to be built, which condominium was established pursuant to a Declaration entitled MOORINGS ON THE MAGOTHY CONDOMINIUM and By-Laws dated September 20, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3793, folio 449, et seq., and Liber 3793, folio 469, et seq., and in First Amendment to Declaration dated December 27, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3831, folio 353 and Amended Declaration dated February 15, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3853, folio 655 and Second Amendment to Declaration dated July 25, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3923, folio 515, and pursuant to Plats described in said Amendment and Second Amendment to Declaration and recorded among the Plat Records of Anne Arundel County in Plat Book E-27, folios 12 thru 24, Plat Book E-28, folios 47 thru 50 and Plat Book 29, folios 1 thru 3, inclusively, together with the percentage interests in the common elements appurtenant thereto as set forth in said Declaration and Plats.

1851T

08690 - 18014

ST-300 P.M. INC.

Mail to *Michaelson & Newell*

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

BOOK 516 PAGE 514

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 262836 recorded in Liber 501, Folio 04 on July 21, 1986 (date)

1. DEBTOR(S)

Name(s): Annapolis Commerce Park Limited Partnership
c/o Peter C. Gabardini
Address(es): 910 F Bestgate Road
Annapolis, MD 21401

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles St.
Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above

A. Lee Haislip, Jr., Esq.
P.O. Box 487
Temple Hills, Md. 20748

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

RECORD FEE 10.00
POSTAGE .50
#020860 0237 R02 T11:59
08/26/87
CK

9. DEBTOR:

SECURED PARTY:

Equitable Bank, National Association
By William E. Eyring, Jr.
Vice President
(Type Name and Title)

Mail to

Equitable Bank NE

BOOK 516 : 515

FINANCING STATEMENT

(~~Continuation~~ Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement
Liber 503 Folio 61 File No. 263852
(book) (page)
Date of Financing Statement 9/29/86

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Liberty Truck Parts, Inc., 8 OLD SOLOMONS ISLAND RD., ANNAPOLIS, MARYLAND 21401
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Dr., Bethesda, Md. 20817

CHECK THE LINES WHICH APPLY

- A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
POSTAGE .50
#001830 0040 R03 T11:46
08/26/87

OK

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: July 24, 19 87
By: [Signature]
Type Name Thomas A. Holland, III
Title Vice President

N169-7706
R386

Mail to

Farmer Nat'l Bank
5 Church Circle
Annapolis MD 21401

10.00

269001

BOOK 516 517

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 1,530,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s) United States Naval Institute Address(es) Annapolis Maryland 21402-1382

RECORD FEE 17.00
 POSTAGE .50
 #001850 0040 R03 712:41
 09/26/87

6 Secured Party MARYLAND NATIONAL BANK Address Real Estate and Mortgage Division
 Attention Patricia A. Hicks 10 Light Street P.O. Box 871
Fifth Floor Annapolis, Maryland 21404
Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 25, 1987 from Debtor(s) to Stephen F Beckenholdt and Lawrence J. Grady, Jr., Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
United States Naval Institute
 BY: James A. Barber, Jr. (SEAL)
Executive Director (SEAL)

Secured Party
 MARYLAND NATIONAL BANK
 By: Patricia A. Hicks (SEAL)
Assistant Vice President
 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

853-R/ED 1 85

1700
 /
 50

Commonwealth Land Title
 1828 L ST. N.W
 Washington, D.C. 20036-5150

PARCEL NO. I:

Beginning for the same at an iron pipe here found on the westerly side of General's Highway, Maryland State Road leading from Carr's Corner to Millersville, at a point where said side of said road is intersected by the southernmost boundary in that conveyance from John O. League and wife, to Phillip E. Mitchell, III and Frances F. Mitchell, his wife, by deed dated June 21, 1955 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 938 folio 282; thence from the point of beginning so fixed and binding on and with the southern boundary as now surveyed, South 72 degrees 03 minutes 40 seconds West, 248.74 feet to an iron pipe here found; thence leaving said southern boundary and binding on and with the westerly outline of said conveyance to Mitchell, North 18 degrees 50 minutes 20 seconds West, 208.00 feet to an iron pipe here set; thence leaving said westerly outline and binding on the northerly outline of said conveyance to Mitchell, North 77 degrees 53 minutes 20 seconds East, 189.70 feet to an iron pipe here set on the westerly side of the above mentioned General's Highway; thence binding on and with said side of said highway as now surveyed, South 36 degrees 28 minutes 40 seconds East, 199.05 feet to the point of beginning. Containing 1.00 acre of land more or less, according to a survey and plat made by James D. Hicks, County Surveyor, dated February 1962. Situate on the east side of General's Highway.

SAVING AND EXCEPTING however out of the above described property that portion thereof which by Deed dated April 28, 1964 and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1756 folio 195 was granted and conveyed by Phillip E. Mitchell, III and Frances F. Mitchell, his wife, unto The State of Maryland to the use of the State Roads Commission of Maryland.

BEING part of the property which by Deed dated June 21, 1955 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 938 folio 282 was granted and conveyed by JOHN O. LEAGUE and NANCY E. LEAGUE, his wife, to PHILLIP E. MITCHELL, III and FRANCES F. MITCHELL, his wife, the within Grantors.

PARCEL NO. II:

BOOK 516 PAGE 518

Beginning for the same at a pipe set at the beginning point in the conveyance from Edgar R. Mumford and Violet Mumford, his wife, to Justin R. Lawson, Sr. and Anna Marie Lawson, his wife, by Deed dated December 4, 1959 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1357 folio 190; said pipe being in the second line of the 1.58 acre parcel excepted in the conveyance from Thomas Housley to William H. Ellinghausen, by Deed dated February 14, 1920 and recorded in Liber W.N.W. No. 23 folio 370, and being (as corrected for magnetic difference) North 18 degrees 50 minutes 20 seconds West 79 feet from the beginning of said second line; thence running from said beginning point, with the last line of the first above mentioned conveyance, as corrected for magnetic difference and as now surveyed, North 72 degrees 04 minutes 40 seconds East, 248.74 feet to a pipe set on the west side of the General's Highway; thence with said Highway, South 31 degrees 22 minutes 20 seconds East 61.47 feet to a pipe found on the north side of Housley Road; said pipe being in the second line of the above first mentioned conveyance from Mumford to Lawson; thence with part of said second line, reversely, and leaving General's Highway, and running along the north side of Housley Road, South 74 degrees 22 minutes 10 seconds West 81.58 feet to a point, thence leaving said road and still with the second line of said conveyance to Lawson, South 74 degrees 22 minutes 10 seconds West, 180.84 feet to a pipe set at the beginning of said line; said pipe also being in the above first mentioned second line of the 1.58 acre parcel excepted in the conveyance from Housley to Ellinghausen and recorded in Liber W.N.W. No. 21 folio 370; thence with part of said line, North 18 degrees 50 minutes 20 seconds West, 49.20 feet to the place of beginning. Containing 0.32 acres, more or less. Situate on the southeast corner of General's Highway and Housley Road.

SAVING AND EXCEPTING however out of the above described property that portion thereof which by Deed dated August 14, 1964 and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1788 folio 463 was granted and conveyed by Peter B. Perry and Martha S. Perry, his wife, unto The State of Maryland to the use of The State Roads Commission of Maryland.

BEING part of the property which by Deed dated January 24, 1962 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1540 folio 1 was granted and conveyed by JUSTIN R. LAWSON, SR. and ANNA MARIE LAWSON, his wife, to PETER B. PERRY and MARTHA S. PERRY, his wife, the within Grantors.

PARCEL NO. III:

BOOK 516 PAGE 519

All that lot of ground situate in Anne Arundel County: Beginning for the same at an iron pipe found on the northernmost side of Housley Road (30 feet wide) in the North 88°30' East 1997.5 foot outline described in the conveyance by Wilford Sears and wife to Thomas Housley by Deed dated April 18, 1917, and recorded among the Land Records of Anne Arundel County in Liber GW 134, folio 343; and distant as measured along said line North 82° 44' 40" East 1692.66 feet from the beginning of said line; thence leaving said Housley Road and running with the exception described in the Deed by Thomas Housley to William H. Ellinghausen and wife by Deed dated February 14, 1920, and recorded among the Land Records of Anne Arundel County in Liber WNW 21, folio 370, and shown on a plat made by J. Carson Boush filed among the Land Records of Anne Arundel County in Liber WNW 102, folio 67; as now surveyed North 18° 48' 20" West 286.9 feet to an iron pipe there found and North 77° 53' East 173.49 feet to the westernmost side of the General's Highway (Maryland Route 178) as now widened (see State Roads Commission of Maryland Plat Number 29283); thence leaving said exception and running with the westernmost right of way line of said General's Highway North 38° 20' 20" West 86.19 feet to a curve to the right; thence running with said curve on a chord of North 37° 39' West 136.64 feet to intersect the North 60° 28' 40" East 700.22 foot line of the conveyance by William F. Ebling and wife to Ellwood A. Jones and wife by Deed dated April 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1116, folio 297; thence leaving said State Road Right of Way and running with part of said line South 60° 33' 40" West 354.14 feet to an iron pipe found at the beginning of the South 7° 20' 20" East 350.08 foot line of the conveyance by William F. Ebling and wife to William N. Norwood and wife by Deed dated August 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1325, folio 81 (now the property of Walter Tolliver -- see Liber LNP 1487, folio 594); thence leaving said conveyance to Ellwood Jones and running with said conveyance to William N. Norwood as now surveyed South 7° 18' 20" East 354.08 feet to intersect said North 88° 30' East 1997.5 foot outline and the northernmost side of Housley Road; thence leaving said conveyance to Norwood and running with part of said line and the northernmost side of Housley Road North 82° 44' 40" East 325.50 feet to the place of beginning. Containing 3.244 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in October, 1964. BEING SUBJECT to a ten foot widening of the northernmost side of Housley Road as shown on the plat recorded with the Deed to Theodore C. Garris in Liber GTC 1128, folio 448.

BEING THE REMAINING unsold acreage conveyed by William H. Ellinghausen and wife to William F. Ebling by Deed dated June 30, 1926, and recorded among the Land Records of Anne Arundel County in Liber WMB 34, folio 144.

BEING, ALSO, PART OF the land conveyed by George E. Rullman, Trustee, to William F. Ebling and Macie May Ebling, his wife, by Deed dated June 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1035, folio 315.

Said Parcels I - III, inclusive, being now known as Lot(s) A, B, and C as shown on resubdivision plat recorded in the Land Records of Anne Arundel County, Maryland, August 24, 1987 at Liber 4438 pages 437 and 438.

Together with and subject to a reciprocal easement over lots B and C to the benefit of Lot(s) A, B and C as shown on above mentioned plat recorded in Liber 4438 at pages 437 and 438.

Mail to Md. National Bank

To Be Recorded In The Land Records And The Chattel Records of ANNE ARUNDEL COUNTY Maryland, And Among The Financing Statement Records Of The State Department Of Assessments and Taxation.

Subject To Recording Tax of \$ 910.00 On Principal Amount Of \$130,000.00 Which Was Paid ON Recordation Of a Deed of Trust To The Clerk Of The CIRCUIT Court of ANNE ARUNDEL COUNTY Maryland

FINANCING STATEMENT

1. Debtors: WEST HAVEN HOMEOWNERS ASSOCIATION, INC.
c/o GLENN L. WILSON
248 WEST HAVEN DRIVE
SEVERNA PARK, MARYLAND 21146

2. Secured Party:
CENTER SAVINGS AND LOAN ASSOCIATION, INC.
SUITE 1702, 201 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired:

a. All plant, equipment, apparatus, machinery, fittings, appliances, fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

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b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks, soil and the like (including oil and gas) which have not been extracted from the Real Property.

d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

e. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property.

f. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the Real Property.

g. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

h. All Records relating to the herein-described collateral or the Real Property.

As used herein, the term "Deed of Trust" shall mean that certain Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of Baltimore City, Maryland, from the Debtor to the Trustee named therein for the benefit of the Secured Party. The Deed of Trust serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

The term "Real Property" shall mean the real estate described in Exhibit "A", attached hereto and made a part hereof, also being described in the Deed of Trust. Some of the above-described personal property is to be affixed to or is part of the Real Property. The Debtor is the record owner of the Real Property.

The term "Records" shall mean and include all records of every kind, type, and variety relating to the renovation of certain improvements upon the Real Property, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, whether now existing or hereafter acquired.

The term "Debtor" includes the singular and plural.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTORS:

WEST HAVEN HOMEOWNERS ASSOCIATION, INC.

ATTEST:

Steven S. Koren, Secretary

Steven S. Koren, Secretary

By: *Glenn L. Wilson, Pres.* (SEAL)

Glenn L. Wilson, President

(SEAL)

LAW OFFICES
CHARLES H. CAPLAN, P.A.
BALTIMORE MARYLAND

TO FILING OFFICER: After this Statement has been recorded, please return to:

Charles H. Caplan, Esquire
Suite 1702, 201 N. Charles Street
Baltimore, Maryland 21201

JOHN E. HARME, JR. AND ASSOCIATES, INC. Consulting Engineers - Land & Survey

PABADENA, MARYLAND

10/14/83
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 509 PAGE 4
BOOK 516 PAGE 523

BEGINNING for the same at a point located South 19 degrees 05 minutes 00 seconds West 1.67 feet from the Northernmost corner of lot 10 also being designated number 1095 as shown on a Record Plat entitled "Stewart's Landing - Re-Recording of Section One, West Haven" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 90, Page 46, Plat No. 4721 thence binding on the rear lines of lots 10 through 6 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 19 degrees 05 minutes 00 seconds West 313.33 feet to the Westernmost corner of lot 6 thence binding on the rear lines of lots 4 through 1,

(2) North 70 degrees 55 minutes 00 seconds West 305.50 feet to the Northwest corner of lot 1, thence with the West and South sides of said lot 1,

(3) South 19 degrees 05 minutes 00 seconds West 70.72 feet, thence

(4) South 41 degrees 51 minutes 29 seconds East 132.35 feet to the North side of Lower Magothy Beach Road, 60' wide, thence binding on said North side of road,

(5) North 70 degrees 55 minutes 00 seconds West 41.18 feet to the Northeast boundary line of Berrywood, subdivision Plat, recorded in Plat Book 33, Page 62, and recorded among the abovementioned Plat Records, thence with said Northeast boundary line,

118/15

WILLIAMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Land Surveyors

PASADENA, MARYLAND

BOOK 516 PAGE 202

10/24/83
EJ/SB

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 509 PAGE 5

Page two

(6) North 41 degrees 51 minutes 29 seconds West 335.01 feet to the Southeast boundary line of Leonard H. Graboski, deed recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 868, Folio 59, thence binding on said boundary line,

(7) North 50 degrees 13 minutes 24 seconds East 15.37 feet, thence leaving said boundary line in a Southeasterly direction,

(8) South 70 degrees 55 minutes 00 seconds East 468.88 feet, thence in a Northerly direction,

(9) North 19 degrees 05 minutes 00 seconds East 79.13 feet, thence

(10) South 70 degrees 55 minutes 00 seconds East 3.50 feet, thence

(11) Along a curve to the left 22.11 feet having a radius of 28.00 feet being subtended by a chord North 03 degrees 32 minutes 12 seconds West 2.54 feet, thence

(12) North 26 degrees 09 minutes 23 seconds West 17.50 feet, thence

(13) Along a curve to the right 58.36 feet having a radius of 126.00 feet being subtended by a chord North 12 degrees 53 minutes 12 seconds West 57.84 feet, thence

(14) North 00 degrees 23 minutes 00 seconds East 50.00 feet, thence

(15) Along a curve to the right 55.28 feet having a radius of 197.00

10/14/83
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 516 PAGE 525

BOOK 509 PAGE 6

Page three

feet being subtended by a chord North 08 degrees 25 minutes 21 seconds East
55.10 feet, thence

(16) North 16 degrees 27 minutes 42 seconds East 5.00 feet, thence in
an Easterly direction,

(17) South 73 degrees 32 minutes 18 seconds East 121.42 feet to the
point of beginning,

containing 1.200 acres of land, more or less.

SUBJECT to a variable width Storm Drain Easement as shown on the above-
mentioned Record Plat,

BEING part of that parcel of land which by deed dated May 18, 1983 and
recorded among the Land Records of Anne Arundel County, Maryland in Liber
E.A.C. 3589 at Folio 609, was granted and conveyed by Alice W. Hazen et al
to Velvet Development Corporation; and which by deed dated August 15, 1983
and recorded in Liber E.A.C. 3622 at Folio 512, was granted and conveyed by
Velvet Development Corporation, to Stewart J. Greenebaum, Trustee for 902
Corporation.

4/12/84
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL
STEWARTS LANDING
RE-SUBDIVISION OF THE RECREATION AREA AND
LOTS 51 AND 52
SECTION THREE
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

W.O. #04-83-011P

BOOK 509 PAGE 7

BOOK 516 PAGE 526

BEGINNING for the same at the Easternmost corner of Lot 52R as shown on a Record Plat entitled Stewarts Landing, Re-subdivision of the Recreation Area and Lots 51 and 52, Section Three, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 91, Page 45, Plat No. 4770 thence binding on the Northeast side of Lot 52R and referring the courses of this description to the Maryland State Grid Meridian,

- (1) North 35 degrees 08 minutes 48 seconds West 122.29 feet thence binding on the East and Northeast sides of Lot 53,
- (2) North 11 degrees 46 minutes 36 seconds West 104.00 feet thence,
- (3) North 50 degrees 19 minutes 20 seconds West 25.00 feet to the South side of Tolstoy Lane cul-de-sac 53.00 feet wide thence binding thereon,
- (4) By a curve to the left having a radius of 53.00 feet, an arc length of 47.45 feet, being subtended by a chord North 14 degrees 01 minutes 48 seconds East 45.88 feet thence binding on the South and East sides of Lot 51,
- (5) North 66 degrees 16 minutes 35 seconds East 169.44 feet, and
- (6) North 26 degrees 36 minutes 20 seconds West 110.78 feet to the Southwest shoreline of Old Man Creek, thence binding on said shore line the four (4) following courses,
- (7) North 59 degrees 01 minutes 50 seconds East 19.88 feet, thence

140/83

A-4

(8) South 36 degrees 28 minutes 00 seconds East 30.04 feet,
 (9) South 26 degrees 36 minutes 20 seconds East 156.48 thence,
 (10) South 10 degrees 59 minutes 14 seconds West 87.57 feet, thence
 binding on the West property line of the William T. & Martha R. West pro-
 perty recorded among the Land Records of Anne Arundel County, Maryland in
 Liber W.G.L. 2796, Folio 668,

BOOK 516 PAGE 527

(11) South 26 degrees 22 minutes 30 seconds West 211.73 feet to the
 point of beginning,

CONTAINING 45,330 square feet or 1.041 acres of land more or less,

SUBJECT to existing 15 feet wide storm drain easements,

SUBJECT to a Utility Easement 7.5 feet wide located on the South side
 and adjacent to the the South property line of Lot 51.

140/84

ALREADY ON INDEX

509
LIBER

1
FOLIO

Part of page not on film
 CHANGE LIBER AND FOLIO TO

516
LIBER

520
FOLIO

COTT

GRANTEE

GRANTOR

PINK

4/12/84
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE TWO
STEWARTS LANDING
RE-RECORDING OF SECTION TWO, PLAT 1, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

W.O. #04-E

BOOK 516 PAGE 528

BEGINNING for the same at a point located on a 15 feet widening on the Southwest side of Lower Magothy Beach Road, 30 feet wide, at point numbered 831 as shown on a Record Plat entitled Section Two, Plat One, West Haven recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 80, Page 45, Plat No. 4220 thence binding on the Southwest side of said Lower Magothy Beach Road and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 58 degrees 57 minutes 40 seconds East 94.50 feet to the West side of Thomas Avenue, 20 feet wide, thence binding on said side,

(2) South 26 degrees 16 minutes 41 seconds West 739.64 feet to the Northeast boundary line of a subdivision plat entitled Berrywood, recorded among the aforesaid Plat Records in Plat Book 33, Pages 62 and 63 thence binding on a part of said boundary line,

(3) North 41 degrees 51 minutes 29 seconds West 453.92 feet to the Southernmost corner of lot 226 thence binding on the South and East sides of lot 226 the two (2) following courses,

(4) North 67 degrees 46 minutes 17 seconds East 46.24 feet thence,

(5) North 00 degrees 34 minutes 42 seconds West 116.22 feet to the South side of Gregson Court thence binding on the South side of said Court,

(6) By a curve to the left having a radius of 53.00 feet, an arc length of 10.06 feet, being subtended by a chord South 85 degrees 08 minutes
140/80

tes 26 seconds East 10.05 feet to the Northwest corner of Lot 225 thence binding on the West side of said Lot,

(7) South 00 degrees 34 minutes 42 seconds East 111.29 feet thence binding on the rear property lines of Lots 225 and 224,

(8) North 67 degrees 46 minutes 17 seconds East 190.39 feet thence binding on the rear property lines of lot 221,

(9) South 58 degrees 57 minutes 40 seconds East 160.00 feet, thence

(10) North 31 degrees 02 minutes 20 seconds East 15.10 feet, thence binding on the Northeast side of said Lot 221,

(11) North 19 degrees 45 minutes 53 seconds West 149.66 feet to the South side of Michener Court East thence binding on said South side,

(12) By a curve to the left having a radius of 53.00 feet an arc length of 10.06 feet being subtended by a chord North 75 degrees 40 minutes 24 seconds East 10.05 feet to the Easternmost corner of Lot 220, thence binding on the Southwest side of said Lot,

(13) South 19 degrees 45 minutes 53 seconds East 140.55 feet, thence binding on the rear property lines of Lots 220 and 219,

(14) North 31 degrees 02 minutes 20 seconds East 136.00 feet, and

(15) North 17 degrees 40 minutes 45 seconds East 129.83 feet to the Southeast corner of Lot 212, thence binding on the East side of said Lot 212,

(16) North 31 degrees 02 minutes 20 seconds East 115.00 feet to the point of beginning,

CONTAINING 3.137 acres of land more or less.

4/12/84
RF/BSDESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE TWO
STEWARTS LANDING
RE-RECORDING OF SECTION TWO, PLAT 1, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

W.O. #04-E

BOOK 516 PAGE 528

BEGINNING for the same at a point located on a 15 feet widening on the Southwest side of Lower Magothy Beach Road, 30 feet wide, at point numbered 831 as shown on a Record Plat entitled Section Two, Plat One, West Haven recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 80, Page 45, Plat No. 4220 thence binding on the Southwest side of said Lower Magothy Beach Road and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 58 degrees 57 minutes 40 seconds East 94.50 feet to the West side of Thomas Avenue, 20 feet wide, thence binding on said side,

(2) South 26 degrees 16 minutes 41 seconds West 739.64 feet to the Northeast boundary line of a subdivision plat entitled Berrywood, recorded among the aforesaid Plat Records in Plat Book 33, Pages 62 and 63 thence binding on a part of said boundary line,

(3) North 41 degrees 51 minutes 29 seconds West 453.92 feet to the Southermost corner of lot 226 thence binding on the South and East sides of lot 226 the two (2) following courses,

(4) North 67 degrees 46 minutes 17 seconds East 46.24 feet thence,

(5) North 00 degrees 34 minutes 42 seconds West 116.22 feet to the South side of Gregson Court thence binding on the South side of said Court,

(6) By a curve to the left having a radius of 53.00 feet, an arc length of 10.06 feet, being subtended by a chord South 85 degrees 08 minu-

140/80

tes 26 seconds East 10.05 feet to the Northwest corner of Lot 225 thence binding on the West side of said Lot,

(7) South 00 degrees 34 minutes 42 seconds East 111.29 feet thence binding on the rear property lines of Lots 225 and 224,

(8) North 67 degrees 46 minutes 17 seconds East 190.39 feet thence binding on the rear property lines of lot 221,

(9) South 58 degrees 57 minutes 40 seconds East 160.00 feet, thence

(10) North 31 degrees 02 minutes 20 seconds East 15.10 feet, thence binding on the Northeast side of said Lot 221,

(11) North 19 degrees 45 minutes 53 seconds West 149.66 feet to the South side of Michener Court East thence binding on said South side,

(12) By a curve to the left having a radius of 53.00 feet an arc length of 10.06 feet being subtended by a chord North 75 degrees 40 minutes 24 seconds East 10.05 feet to the Easternmost corner of Lot 220, thence binding on the Southwest side of said Lot,

(13) South 19 degrees 45 minutes 53 seconds East 140.55 feet, thence binding on the rear property lines of Lots 220 and 219,

(14) North 31 degrees 02 minutes 20 seconds East 136.00 feet, and

(15) North 17 degrees 40 minutes 45 seconds East 129.83 feet to the Southeast corner of Lot 212, thence binding on the East side of said Lot 212,

(16) North 31 degrees 02 minutes 20 seconds East 115.00 feet to the point of beginning,

CONTAINING 3.137 acres of land more or less.

Page three

BOOK 509 PAGE 11
BOOK 516 PAGE 530

SUBJECT TO a 15 feet wide storm drain easement as shown on the record plat entitled Section Two, Plat 1, West Haven, recorded among the aforesaid Plat Records in Plat Book 80, Page 45, Plat No. 4220.

140/82

A-8

10/20/83
RK/BS

DESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 509 PAGE 12

BOOK 516 PAGE 531

BEGINNING for the same at point no. 1086 as shown on the Record Plat entitled "Section Three, Plat 2, West Haven", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 81, Page 10, Plat No. 4235, said beginning point located North 50 degrees 13 minutes 24 seconds East 15.37 feet from the beginning of the second (2nd) or North 57 degrees 33 minutes 50 seconds East 1,402.81 feet line of Parcel "F" by deed dated September 16, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2796 at Folio 675, thence binding on part of said line, and on the Southeast boundary lines of Leonard H. Graboski the two (2) following courses and referring the courses of this description to the Maryland State grid meridian,

- 1) North 50 degrees 13 minutes 24 seconds East 701.89 feet, thence
- 2) North 10 degrees 08 minutes 29 seconds East 227.31 feet to the Southwest boundary lines of subdivision plat Phase III-A, Stewart's Landing, Sheet 2 Re-recording of Section 3, Plat 1, West Haven, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 91, Page 5, Plat No. 4730 thence with said lines the two (2) following courses,
- 3) South 29 degrees 17 minutes 46 seconds East 189.53 feet, thence
- 4) North 50 degrees 13 minutes 24 seconds East 70.00 feet to the Southwest corner of Lot 13 as shown on subdivision plat Phase I, Stewart's Landing Re-recording of Section One, West Haven recorded among the afore-

118/79

10/20/83
FK/ss

DESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 509 PAGE 13

BOOK 516 PAGE 532

Page two

mentioned Plat Records in Plat Book 90, Page 46; Plat No. 4721 thence
binding on the South side of said Lot 13,

5) South 59 degrees 33 minutes 24 seconds East 155.46 feet to the
West side of Tolstoy Lane, 60 feet wide, thence with said West side,

6) Along the arc of a curve to the left 121.93 feet, having a radius
of 615.00 feet, and being subtended by a chord of South 24 degrees 45 minu-
tes 48 seconds West 121.74 feet, thence

7) South 19 degrees 05 minutes 00 seconds West 163.44 feet to the
Northeast corner of Lot 12, thence binding on the North side of said Lot
12,

8) North 70 degrees 55 minutes 00 seconds West 130.00 feet, thence
binding on the rear lines of Lots 12 and 11 and part of Lot 10,

9) South 19 degrees 05 minutes 00 seconds West 171.67 feet, thence
binding on the North and West sides of a Recreation Area Parcel contained
within said subdivision plat Phase 1, Stewart's Landing the following ten

(10) courses,

10) North 73 degrees 32 minutes 18 seconds West 121.42 feet, thence

11) South 16 degrees 27 minutes 42 seconds West 5.00 feet, thence

12) Along the arc of a curve to the left 55.28 feet, having a radius of
197.00 feet, and being subtended by a chord of South 08 degrees 25 minutes
21 seconds West 55.10 feet, thence

118/80

A-10

10/20/83
RK/as

DESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Page 11 of 11

BOOK 509 PAGE 14

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Page three

- 13) South 00 degrees 23 minutes 00 seconds West 50.00 feet, thence
- 14) Along the arc of a curve to the left 58.36 feet, having a radius of 126.00 feet, and being subtended by a chord South 12 degrees 53 minutes 12 seconds East 57.84 feet, thence
- 15) South 26 degrees 09 minutes 23 seconds East 17.50 feet, thence
- 16) Along the arc of a curve to the right 22.11 feet, having a radius of 28.00 feet, and being subtended by a chord South 03 degrees 32 minutes 12 seconds East 21.54 feet, thence
- 17) North 70 degrees 55 minutes 00 seconds West 3.50 feet, thence
- 18) South 79 degrees 05 minutes 00 seconds West 79.13 feet, thence
- 19) North 70 degrees 55 minutes 00 seconds West 468.88 feet to the point of beginning, containing 5.603 acres of land, more or less.

BEING part of that parcel of land which by deed dated May 18, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber E.A.C. 3589 at Folio 609, was granted and conveyed by Alice W. Hazen et al to Velvet Development Corporation; and which by deed dated August 15, 1983 and recorded in Liber E.A.C. 3622 at Folio 512, was granted and conveyed by Velvet Development Corporation, to Stewart J. Greenebaum, Trustee for 902 Corporation.

118/81

A-11

COPY FOR FILING

- Record in:
- Not Subject to Recordation Tax
 - Subject to Recordation Tax - Principal Amount is \$ 640,000-
 - To Be Recorded in Land Records of
 - SDAT
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel County

NAME	Street	CITY	State
1. Debtor(s)	Historic Hunters Tavern Corporation	222 Long Point Road	Crownsville, Md. 21032

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

RECORD FEE 11.00
POSTAGE .50
#022070 C337 R02 T08:40
08/27/87
CK

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: Michael T. Cavey

Type Name Michael T. Cavey

Title Assistant Vice President

Historic Hunters Tavern Corporation

C. T. Mullen, President

Craig T. Mullen

Type or Print Name and Title of Each Signature

I certify under penalty of perjury that recordation tax in the amount of \$ 4,480- was paid to ANNE ARUNDEL County, LAND RECORDS
[Signature] Authorized Signature

SCHEDULE A

LEASEHOLD IMPROVEMENTS

(and) all leasehold improvements including, without limitation, lighting and light fixtures, flooring, carpets and floor coverings, mouldings, work stations, wiring, telephone systems, cables, switching devices, desk sets, all book cases, decorations, wall coverings, ceiling and existing fixtures, all wall or space dividers whether movable or fixed and all other fixtures and all attachments, assessments, additions to, or substitutions for any of the above.

Mail to *Southern Bank*

BOOK 516 PAGE 536

200012

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 2,500.⁰⁰
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code

BORROWER(S) Name(s) (Last Name first) and Address(es) Reynolds, Jeffrey W. Reynolds, Donna L. 7752 Glen Ave. Pasadena Md. 21122	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 326 First St. Annapolis, Md. 21403
---	---

This Financing Statement covers the following types of items of property

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1979 Glastron 20' 7" Hull #GLA96684M79D
Cox Trailer 1979 Serial #224472
1979 Johnson 200hp J5172234

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

SECURED PARTY:

SIGN HERE →

Jeffrey W. Reynolds

MARYLAND NATIONAL BANK

SIGN HERE →

Donna L. Reynolds

By

Jerry Millione
(Authorized Signature)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk Return to MARYLAND NATIONAL BANK at

RECORD FEE	12.00
RECORD TAX	17.50
POSTAGE	.50

#038630 0770 R01 710127

08/27/87
CK

12-
1750
-50
Mail to Md. National Bank

STATE OF MARYLAND
 BOOK 516 PAGE 53769373
 FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 30, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas C. Higgins
 Address 1734 Mayfair Place Crofton Md. 21114

2. SECURED PARTY

Name Maryland National Bank
 Address 326 First Street Annapolis Md. 21403

RECORD FEE 11.00
 RECORD TAX 43.00
 POSTAGE .50
 TOTAL \$ 54.50
 08/07/87
 OK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1982 22' Mako Hull# NRK1019800482
 1982 Johnson 235 Serial# J5704772

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

SIGN HERE

Thomas C. Higgins
 (Signature of Debtor)

Thomas C. Higgins
 Type or Print Above Name on Above Line

Jerry Mellone
 (Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to Md. Natl. Bank

Yvonne T. Johnson
 (Signature of Secured Party)

Yvonne T. Johnson
 Type or Print Above Signature on Above Line

1142 50

STATE OF MARYLAND
 FINANCING STATEMENT FORM UCC-1

BOOK 516 no 538
 Identifying File No. 289301

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 5000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 22, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mary E. Paden
 Address 1205 S. Washington St. Alexandria Va. 22213

2. SECURED PARTY

Name Maryland National Bank
 Address 326 First Street Annapolis Md. 21403

RECORD FEE 11.00
 RECORD TAX 35.00
 POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1963 Rhodes Meridian 24'9" Hull# 110
 1963 Johnson 6hp Serial# J0670113127

Name and address of Assignee

Boat Storage: Ship Right Harbor
 PO Box 510
 Herrington Bay Rd. 6047-57
 Deale Md. 6047-57

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

SIGN HERE → Mary E. Paden
 (Signature of Debtor)
 Mary E. Paden
 Type or Print Above Name on Above Line
Jern
 (Signature of Debtor)
 Type or Print Above Signature on Above Line

Made to Md. Natl Bank
Jerry Millione
 (Signature of Secured Party)
TERRY MILLIONE
 Type or Print Above Signature on Above Line

11-35.50

518 539

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209375

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 08/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joe Stover, Inc.

Address 6905 Baltimore National Pike, Frederick, MD 21701

(Frederick Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.

Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement is To Be Returned if Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 Used Case 580B loader/backhoe.
S/N - 8737530

Name and address of Assessor

RECORD FEE 11.500

POSTAL 1777 710-33

08/27/87

OK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. GASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Joe E. Stover, Inc.
(Signature of Debtor)

Joe E. Stover, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to

Dwayne V. Stup
(Signature of Secured Party)

(Signature of Secured Party)

Dwayne V. Stup

Type or Print Above Signature on Above Line

200010

BOOK 516 PAGE 540

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 CREDIT UNION ACCOUNT NUMBER(S) 369-8-00	2 NUMBER OF ADDITIONAL SHEETS PRESENTED (IF ANY) (SEE INSTRUCTION 3)	FOR FILING OFFICER DATE TIME NUMBER AND FILING OFFICE
3 DEBTOR(S) (LAST NAME FIRST) AND ADDRESS(ES) SOTHORON, Donald W. 203 Mountain Rd. North Linthicum 21090		RECORD FEE 11.00 POSTAGE .50 973-060 0777 R01 711:05 03/21/97
4 SECURED PARTY (IES) AND ADDRESS (ES) Public Service Employees Federal Credit Union 1106 1st Ave So. Escanaba, Mi 49829		(APPLICABLE ONLY WHEN CHECKED) All household goods, furniture, and appliances belonging to the debtor or debtors now at the address stated above.

5 THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY

- 1987 15' McKee Boat Ser# HKC00249B7A7
- 1987 40 hp Johnson Motor Ser# G7419733
- 1987 Long Trailer Ser# 1LGD60 NIXH10015935

MCUL 421 (Rev. 6/83)

SIGNATURE OF SECURED PARTY	Public Service Emp. Fed. Credit Union	BY: Mary Smak
SIGNATURE OF DEBTOR(S)	<i>Donald W. Sothoron</i>	X
	X	X

(1) FILING OFFICER'S COPY

1100
52

Mail to *Public Service Employees Fed. Cr. Un.*

200077

BOOK 516 pg 341

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) OBERT, Carroll A. 333 Margate Drive Glen Burnie, Md. 21061	2. Secured Party (ies) and address(es) Mercury Marine Acceptance Corp 7008 Security Blvd. Suite 114 Baltimore, Maryland 21207	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Mariner outboard 75HL serial no. A 145462 with controls, cables, propeller		5. Assignee(s) of Secured Party and Address(es) Book 492 page 461

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented **10.00**
RECORD FEE 10.00
50

Filed with: **08/27/87**

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date June 23 1987 By Mercury Marine Acceptance Corp. **08/27/87**
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.) **CK**

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

1580
Mail to Mercury Marine Acc Corp.

— UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-F5

INSTRUCTIONS:

1. This form is designed to avoid double typing. When filing with more than one office, place this form over UCC-F5(1).
2. PLEASE TYPE this form. Fold only along perforation for mailing.
3. Remove Secured Party and Debtor copies and send other three copies with interleaved carbon paper to the filing officer. Enclose filing fee.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of original filing, filing officer will return third copy as an acknowledgement.
7. At a later date, Secured Party may use this same form as a Continuation Statement, Partial Release Statement, Assignment of Lien Statement or Termination Statement.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and address(es):

Deans, Earl Craig
873 New London Harbor
Pasadena, Md. 21122

2 Secured Party(ies) and address(es):

Chrysler First
7008 Security Blvd.
Baltimore, Md. 21207

For Filing Officer (Date, Time, Number, and Filing Office):

RECORD FEE 10.00
POSTAGE .50

4 This financing statement covers the following types (or items) of property (Check if covered)

A Motor Vehicle

All of the household goods now or hereafter located in Debtor's residence at their address set forth above.

Only the following described household goods now or hereafter located in Debtor's residence at their address set forth above.

Proceeds of collateral are also covered.

Products of collateral are also covered.

Other goods as hereafter described.

4034100 0777 R01 T11107

03/27/87

Compaq Daul Disk, 256 K Ram Computer
1 Async Port. Card, 1 Nylon Carrying Case for the Compaq

This statement refers to original Financing Statement No. 252765 475-142-1 May 29 19 84

A. Continuation..... <input type="checkbox"/>	B. Partial Release..... <input type="checkbox"/>	C. Assignment..... <input type="checkbox"/>	D. Termination Statement..... <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	The Secured Party certifies that the Secured Party no longer claims a security interest under the Finance Statement bearing the file number shown above. Date: June 17, 1987 Secured Party: <i>Earl Deans</i>

Filed with:

This instrument prepared by

Date of this Financing Statement:

By: _____
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

10.50 Mail to *Chrysler First*

STATE OF MARYLAND
 BOOK **516** PAGE **543** **200003**
 FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.00

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 20 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NELSON AND JANET ENSEY
 Address 17442 CLUNE DR GLEN BURNIE, MD. 21031

2. SECURED PARTY

Name AYCO FINANCIAL SERVICES
 Address 2100A 111 GLEN BURNIE, MD. 21031

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11-15-87

4. This financing statement covers the following types (or items) of property: (list)

- CAM EQUIP
- CASSETTE PLAYERS
- RECEIVER
- SPEAKERS
- TURNTABLE
- TV.
- VCR
- CHAIN SAW
- DRILL PRESS/DRILL
- HAND TOOLS

Name and address of Assignee

RECORD FEE 12.00
 RECORD TAX 21.00
 #034110 0777 001 T11:07
 09/27/87
 CK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Nelson Ensey
 (Signature of Debtor)

NELSON ENSEY
 Type or Print Above Name on Above Line

Janet Ensey
 (Signature of Debtor)

JANET ENSEY
 Type or Print Above Signature on Above Line

Joyce M. Raley
 (Signature of Secured Party)

JOYCE RALEY
 Type or Print Above Signature on Above Line

Mail to AYCO Financial Service

12
 21
 1

200309

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: W. D. BOX 307
CITY & STATE: GLEN BURNIE MD. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

File #
13262

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DAVID T. BYRD & MERIBETH A. MCENTYRE			
124 WADSWORTH DR.		ACCOUNT NO.	TAB
GLEN BURNIE, MD.		21061	

Filed with: ARC

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

EXERCISE EQP
JEWEL
RADIO
STEREO EQP
VCR

RECORD FEE 10.00
RECORD TAX 10.50
#03-120 0777 R01 11108
09/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1725.07

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

David Byrd
DAVID BYRD DEBTOR

BY Mary K. Bryant
MARY K. BRYANT TITLE ADMIN ASST

Meribeth A. McEntyre
MERIBETH A. MCENTYRE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

17
10.50
60

Mail to AVCO Financial Services of
Glen Burnie

BOOK 516 545 200010

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: po box 997
CITY & STATE: glen burnie md 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
BARBARA A KILLEN		8-11-87	
106 E Furnace Branch Rd		ACCOUNT NO	TAB
Glen Burnie Md	21061	\$6630662	62

File # 13278

Filed with: Clk of Crt AA Co

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

CAM EQP VDO CAM
PRJTR VDO GMS
JEWEL
DRUMS
ORGAN
RADIO
STEREO EQP
TV
TYPWTR
VCR
VDO GMS

RECORD FEE 11.00

RECORD TAX 24.50

POSTAGE .50

#034130 DT/T R01 T11:08

08/27/87

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3211.60

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Barbara A Killen
Barbara A Killen DEBTOR

BY Mary K Bryant Admin Asst
Mary K Bryant TITLE Admin Asst DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11/11/87
24.50

Mail to AVCO Financial Services

200011

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
PETER F. MOYNIHAN		AUG 13, 1987	
3721 SOLOMONS ISLAND RD.		ACCOUNT NO.	TAB
HARWOOD, MD.	20776	615302299	((

Filed with: Clerk of Court in Anne Arundel County File B-286
CLERK OF COURT ANNE ARUNDEL COUNTY ANNAPOLIS MARYLAND

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

CAM LENSES, CAMP EOP, GN SIMP COLLECT, FIREARMS, JEWEL, FISH EOP, STEREO EQPL, CSSTE PLYR RCDR, RECVR, SPKR, TPE PLYR RCDR, TRNTBL, TV, VCR DISCPLYR CHN SAW, DR1 DR1 PRS, HD TBS, TBL, RDL ARM SW, WATERBED SET.

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#034140 0777 R01 T11:08
08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1975.20

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY) Pete Moynihan DEBTOR
BY Joyce M. Raley TITLE JOYCE M RALEY MANAGER PETER F. MOYNIHAN DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

11/14/87 Mail to AVCO Financial Serv.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

200012

ADDRESS: P.O. BOX 997
 CITY & STATE: GLEN BURNIE, MD. 21061

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
STEVEN & JONI GULLEY		8-13-87	
280 REBECCA ANN CT.		ACCOUNT NO	TAB
MILLERSVILLE, MD.		206203625	25
		21108	

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

- BIKE
- CAM EQP
- CAMP EQP
- STG TRIM
- LWN EQP
- HM COMP
- MUSIC EQP
- FISH EQP
- GOLF/TENNIS EQP
- STEREO EQP
- SPKR
- TV
- VCR
- HD TLS

RECORD FEE 12.00
 RECORD TAX 24.50
 POSTAGE .50
 8034150 0777 001 T11409
 08/27/87
 CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
 FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3199.64

BY MONICA CARTER CSR
 TITLE

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

Steven Gulley DEBTOR
Joni Gulley DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

18-
24.50
50

Mail to AVCO Financial Serv.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
NORMAN DAVIS		8/10/87	
519 W PHALIA DR		ACCOUNT NO.	TAB
GLEN BURNIE, MD	21051	416326598	95

Filed with: Clerk of Court Annapolis Md

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

CAMERA, HOME COMPUTER, STEREO SYSTEM, VIDEO CAMERA

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
HUS4160 0777 R01 711:10
08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3405.43

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce M. Raley
JOYCE RALEY MANAGER

Norman D. Davis
NORMAN DAVIS DEBTOR

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11
24.50

Mail to AVCO Financial Serv.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
CHARLES AND LINDA HORSMAN		7-31-87	
BOX 73 B RT I		ACCOUNT NO.	TAB
PRINCE FREDERICK, MD	20573	566538821	11

Filed with: CLERK OF COURT AA COUNTY FILE 12897

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

TV, VCR, HD TOOLS, AIR COMP, NAIL GUNS, GENERATOR, MITER SAW

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
#034170 0777 R01 T11:10

08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 3970.20

BY Joyce M. Haley
JOYCE HALEY MGR TITLE
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Charles A. Horsman 7/31/87 DEBTOR
Linda M. Horsman 7/31/87 DEBTOR
CHARLES A. HORSMAN
LINDA HORSMAN

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Mail to AVCO Financial Serv.

10 28.50

#13241

BOOK 516 PAGE 550

200015

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JOHN & SANDRA BOZA		07-30-87	
6-C EUCALYPTUS RD.		ACCOUNT NO	TAB
ANNAP., MD.		216503508	08

Filed with: ANNE ARUNDEL COUNTY CLERK OF COURT

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

BIKE
JEWEL
RADIO
SPRIS EOP
STERIO EOP
TV
VCR-DISPLYR
VDO GAMES
DRS-DRL PRS
HD TLS

RECORD FEE 12.00
RECORD TAX 31.50
POSTAGE .50
#034180 0777 P01 F11/10

08/27/87

OK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 4078.22

BY Warren M. Butler TITLE John K. Duff DEBTOR
Sandra S. Boza DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Mail to AVCO Financial Serv.

1700
31250

200016

BOOK 516 PAGE 551

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

File #
13263

ADDRESS: PO BOX 997
CITY & STATE: GLEN BURNIE, MD. 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
KATE AND KENNETH BURTON		AUGUST 7, 1987	
14 CHERRY RD		ACCOUNT NO.	TAB
RIVA, MD.	21140	416308752	52

Filed with: A.A. Co

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TELESCP, PRJTR, SCRN, CAMP EQP, LWM MWR, JEWEL, DRUMS, PIANO ORGAN, POOL TBL, RADIO, SPRTS EQP, GOLF TENNIS EQP, STEREO EQP, TV, TYPWRTR, VCR DISCPLYR, VDO GAMES, WKSHP EQP.

RECORD FEE 12.00 11
RECORD TAX 21.00 87
POSTAGE .50
#03-190 DT/7 R01 T11:11
08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 2548.89

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Mary K Bryant
MARY K BRYANT TITLE ADMIN ASST

Kate A. Burton DEBTOR
Kenneth A. Burton DEBTOR
KATE BURTON
KENNETH BURTON

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1821 50

Mail to Av

200317

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME EIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD. 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDG-
MENT COPY TO SECURED
PARTY WHOSE ADDRESS IS
SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
CONNIE J. STEVENS		8-14-87	
206 SOUTH BRIDGE RD. APT J		ACCOUNT NO	TAB
GLEN BURNIE, MD.	21061	516205182	82

file # 13296

Filed with: A A CO CLK OF CRT

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

COFFEE TABLE
2 END TABLES
arc lamp
3 brass lamps

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#034200 DTTT R01 711:11
08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1566.80

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Connie J. Stevens
CONNIE J. STEVENS

DEBTOR

BY Mary K Bryant TITLE ADMIN ASST
MARY K BRYANT

DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

1145 SD

Mail to AVCO Financial Serv.

200013

File # 15264

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD 21051

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
STEVEN AND TAMMY GRENAGLE			
828 5245 PATRICK HENRY DR		ACCOUNT NO.	TAB
BALTIMORE, MD.	21225		

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

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(c) Other (describe)

CAM EQP, LENSES, CAMP EQP, EXCR EQP, JEWEL, 3-WHLR, SPRTS EQP, FISH EQP, GOLF / TENNIS EQP, STEREO EQP, CSSTE, RECVR, SPKR, TPE PLYR, TRNTBL, TV, VCR, VDO GAMES, HD TLS

RECORD FEE 121.00
RECORD TAX 17.50
POSTAGE .50
#034210 0777 401 T11411
08/27/87
CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2192.04

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Monica O Carter
TITLE

Steve E Grenagle
STEVEN E. GRENAGLE DEBTOR
Tammy Grenagle
TAMMY GRENAGLE DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

17
1720
50

Mail to AVCO Financial Serv.

200010

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

File # 13259

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: PO BOX 937
CITY & STATE: GLEN BURNIE, MD. 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
HUNTLY AND CAROL CROSS <i>AKIE</i>		Aug. 5, 1987	
1935 GLEN CREST LN RD 11		ACCOUNT NO	TAB
ANNAPOLIS, MD	21401	766501513	13

Filed with:

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

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(c) Other (describe)

AWM M/C
AUTO
ART
BIKE
BINGS, SCROOP, TELESCO
CAN BOB
CMT/STP COLLIES
EXCH BOB
SIG TRM
LWN EDGER
GRDN TLR
RM COMP
COMP RTW
NEVEL
TV
VCR/DISOPLYR

RECORD FEE 12.00
RECORD TAX 35.00
POSTAGE .00
#034220 C777 P01 T11:12
08/27/87
POSTAGE .50
#034230 C777 P01 T11:12
08/27/87
OK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 4999.39

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Monica D. Carter
TITLE

Shirley S. Cross DEBTOR
Carol E. Cross DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

10/31/80

Mail to Avco Financial Serv

200001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 516 PAGE 555

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 08/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARK GOLDWASSER

Address 1074 BARRINGTON CIR 117 JLEA SURF, MD, 21111

File 13216

2. SECURED PARTY

Name ARCO FINANCIAL SERVICE

Address PO BOX 117 JLEA SURF MD, 21111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 08-27-89

4. This financing statement covers the following types (or items) of property: (list)

EQUIP, FURNITURE, NO STR, MUSIC EQP, GOLF EQP, REFR, SEW, TV, TYPWR, TON SUPPLY, 100 GAMES

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
H034240 077 R01 T11113

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mark Goldwasser
(Signature of Debtor)

MARK H. GOLDWASSER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to ARCO Financial Serv.

Joyce M. Raley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-14-87

08/27/87
OK

200001

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

BOOK **516** PAGE **556**

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: P.O. BOX 997
CITY & STATE: GLEN BURNIE, MD, 21051

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>DOROTHY & DAVID SMITH</u>		<u>7-29-87</u>	
<u>1735 CARRIAGE CR</u>		ACCOUNT NO	TAB
<u>SEVERN RD</u>		<u>516602247</u>	<u>47</u>
<u>CLERK OF COURT ANNE ARUNDEL COUNTY</u>			

Filed with:

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

ANSWERING MACHINE, CAMERA EQUIPMENT, HOME COMPUTER, CASSETTE PLAYER, REVVR, SPEAKERS, TV, VCR,

RECORD FEE 12.00

RECORD TAX 21.00

POSTAGE .50

8034250 0777 R01 T11+13

08/27/87

OK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 259986

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Raley
JOYCE RALEY TITLE

Dorothy Smith
DOROTHY SMITH DEBTOR

David Smith
DAVID SMITH DEBTOR

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

12
215
1

Mail to Avco Financial

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Book No. 516 Page 557

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 400.00

If this statement is to be recorded in land records check here.

This financing statement Dated JULY 21 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK AND RUTH KINDER
Address 287 MARSH DR GLEN BURNIE, MD. 21051

2. SECURED PARTY

Name ARCO FINANCIAL SERVICES
Address PO BOX 437 GLEN BURNIE, MD. 21051

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11-27-91

4. This financing statement covers the following types (or items) of property: (list)

- ANTO
ART
BIKE
BINOC
BOAT
CAM EOP
CAM LENSES
FIREARMS
LWN MWR
HM COMP

JEWEL

Name and address of Assignee

RECORD FEE 12.00

RECORD TAX 21.00

POSTAGE .50

REGISTRATION FEE 111.13

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

09/27/87

CK

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Signature of Debtor
FREDERICK KINDER

Type or Print Above Name on Above Line

Signature of Debtor
RUTH H KINDER

Type or Print Above Signature on Above Line

Mail to ARCO Financial

Signature of Secured Party
JOYCE M RALEY

Type or Print Above Signature on Above Line

10
25
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 516 PAGE 558
Identifying File No. 13226

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 300.00

If this statement is to be recorded in land records check here.

This financing statement Dated 08/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN AND MONICA ABBRESCIA
Address 2304 WOODHILL DR HUNT GUNN, MD. 21151

2. SECURED PARTY

Name AVCO FINANCIAL SERVICE
Address 2304 WOODHILL DR HUNT GUNN, MD. 21151

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/87

4. This financing statement covers the following types (or items) of property: (list)

CAR SOP
CAN (LNSEB)
RECVR
SPKR
TRNTEL
TV
VCR-DIBOPLYR
VDO GAMER

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#034270 DT17 (01 T11:14

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

08/27/87
OK

Barbara Abbrescia
(Signature of Debtor)

Mail to AVCO Financial Serv.

Type or Print Above Name on Above Line

John Abbrescia
(Signature of Debtor)

Monica G. Carter
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

10
14
50
✓



FINANCING STATEMENT

BOOK 516 PAGE 559

200001

(XX) Not Subject to Recordation Tax
() Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hours of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Vetcom, Inc
(Name or Names)
5 Ashcroft Court, Arnold, MD 21012
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR Telecom Specialists, Inc.
8970 - B Route 108, Columbia, MD 21045

3. ASSIGNEE (if any) _____
(Name or Names)

4. This financing Statement covers the following types (or items) of property: Telephone Equipment

- 1 Key Service Unit
- 3 6 Button disk phones
- 1 China ruger
- 4 Line cards

RECORD FEE 11.00

POSTAGE .50

#034080 0777 RD1 T11415

Equipment Value \$ 1,314.80
(Part A of lease dated 11/29/85)

08/27/87

CK

5. Proceeds of Collateral are covered hereunder: Yes (XX) No ()
Products of Collateral are also covered: Yes () No (XX)

LESSEE
James N. Hester
By: James N. Hester Pres
(Title)

LESSOR
Telecom Specialists, Inc.
By: J. T. Dykman, Pres
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____

Return to:

(Type or print name of person signing)

11.8 Mail to Telecom Specialists Inc.

BOOK 516 PAGE 560

Debtor or Assignor Form

200305

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 300,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
~~PEN-MAR COMPANY, INCORPORATED~~
1320 N. MONROE ST.
(Name)
BALTIMORE, MD. 21217
(Address)
 **

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn LLOYD B. HARRISON
(Name of Loan Officer)
40 W. CHESAPEAKE AVE. SUITE 308
(Address)
TOWSON, MD. 21204

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

*Concrete Crusher:
 Hazemag APSE 1313, Serial # 302710, with
 attachments:*

*Pioneer Apron Feeder Serial # AF42-567 ✓
 Pioneer Deck M-sabi Serial # 48-4B-1361
 Cat 3408 engine Serial # G7U10028*

RECORD FEE 11.00
 4034340 0177 R01 111:18
 08/27/87
 CK

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3 Products of the collateral are also specifically covered.
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
~~PEN-MAR COMPANY, INCORPORATED~~
Calvin H. Coblenz (Seal)
(Signature)
CALVIN H. COBLENTZ, PRESIDENT
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

** ADDITIONAL ADDRESS :
 6931 BALTIMORE ANNAPOLIS BLVD.
 BALTIMORE, MD. 21230

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION FEE IN THE AMOUNT OF \$1661.00 WAS PAID TO
Baltimore City
 8-18-87

Lloyd B. Harrison
 AUTHORIZED SIGNATURE

BS-0850A-8406

Mail to First Natl Bank

NT-14809

(FINAN.809)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

200320

BOOK 516 PAGE 561

- NOT SUBJECT TO RECORDING TAX
- SUBJECT TO RECORDING TAX ON
- PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S): NAME: COLONIAL SQUARE COMPANY
ADDRESS: 7779 New York Lane
 Glen Burnie, Maryland 21061

RECORD FEE 19.00
 POSTAGE .50

2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN
 ASSOCIATION
ADDRESS: 3725 OLD COURT ROAD
 BALTIMORE, MARYLAND 21208

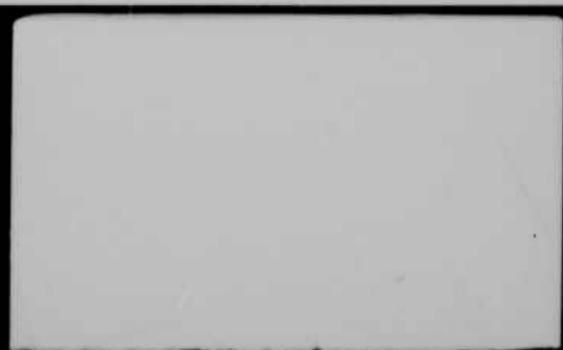
RECORDED BY 801 711430
 08/27/87
 CK

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

1980



improvements.

BOOK 516 PAGE 582

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Deed of Trust from COLONIAL SQUARE COMPANY, a Maryland General Partnership to YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

COLONIAL SQUARE COMPANY, a Maryland
General Partnership

BY: *Lowell R. Glazer* (SEAL)
LOWELL R. GLAZER, GENERAL PARTNER

BY: *Leonard J. Attman* (SEAL)
LEONARD J. ATTMAN, GENERAL PARTNER

YORKRIDGE-CALVERT SAVINGS AND LOAN
ASSOCIATION

BY: *Louis Hubberman*
LOUIS HUBBERMAN, VICE PRESIDENT

To the Filing Officer: After this statement has been recorded
please mail the same to:

NATIONWIDE TITLE COMPANY
1700 Reisterstown Road
Suite 236 - Pomona Square
Baltimore, Maryland 21208

NT-14809

EXHIBIT "A"

BEGINNING for the same at a point on the Western margin of a 15.00 foot widening strip for Oakwood Road at the Northeasternmost corner of that Parcel shown on a Plat entitled, "Colonial Square Apartments" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34 at folio 36, the said point being at the end of the North 05 degrees 03 minutes 28 seconds West 204.99 foot line of said Parcel, thence running reversely with the said plat line and with the said road widening margin, as now described.

- (1) South 05 degrees 03 minutes 28 seconds East 204.99 feet thence leaving the said road widening margin and running with the margin of a road called, "Colonial Circle", with a curve to the right having a radius of 25.00 feet and an arc length of 39.27 feet, subtended by the Chord,
- (2) South 39 degrees 56 minutes 32 seconds West 35.36 feet,
- (3) South 84 degrees 56 minutes 29 seconds West 35.00 feet, thence with a curve to the left having a radius of 300.00 feet and an arc length of 38.81 feet, subtended by a Chord,
- (4) South 81 degrees 14 minutes 11 seconds West 38.78 feet, thence by a curve to the right having a radius of 300.00 feet and an arc length of 38.81 feet, subtended by the Chord,
- (5) South 81 degrees 14 minutes 11 seconds West 38.78 feet,
- (6) South 84 degrees 56 minutes 29 seconds West 426.87 feet, thence with a curve to the right having a radius of 25.00 feet and an arc length of 23.55 feet, subtended by the Chord,
- (7) North 68 degrees 04 minutes 29 seconds West 22.69 feet, thence with a curve to the left having a radius of 60.00 feet and an arc length of 301.53 feet, subtended by the Chord,
- (8) South 05 degrees 03 minutes 19 seconds East 70.58 feet, thence with a curve to the right having a radius of 25.00 feet and an arc length of 23.55 feet, subtended by the Chord,
- (9) North 57 degrees 57 minutes 27 seconds East 22.69 feet, thence running parallel to and fifty (50) feet from the sixth line of the land herein described,
- (10) North 34 degrees 56 minutes 29 seconds East 426.87 feet, thence with a curve to the right having a radius of 300.00 feet and an arc length of 38.81 feet subtended by the Chord,
- (11) North 88 degrees 38 minutes 53 seconds East 38.78 feet, thence with a curve to the left having a radius of 300.00 feet and an arc length of 38.81 feet, subtended by the Chord,
- (12) North 88 degrees 38 minutes 53 seconds East 38.78 feet, thence running parallel to and 60.04 feet from the third line of the land herein described,
- (13) North 84 degrees 56 minutes 29 seconds East 35.00 feet, thence with a curve to the right having a radius of 25.00 feet and an arc length of 39.27 feet, subtended by the Chord,
- (14) South 05 degrees 03 minutes 23 seconds East 35.36 feet to a point on the said Western margin of the 15.00 foot wide widening strip for Oakwood Road, thence running with the said Western margin and with the Easternmost side of the parcel herein described, being the North 05 degrees 03 minutes 28 seconds West 204.83 foot line of the aforementioned Plat,

(15) South 05 degrees 03 minutes 23 seconds East 204.83 feet thence leaving the said widening strip running with the remaining outlines of the said Parcel,

(16) South 84 degrees 56 minutes 29 seconds West 282.95 feet,

(17) North 05 degrees 05 minutes 40 seconds West 519.42 feet,

(18) North 84 degrees 54 minutes 40 seconds East 783.29 feet to the point of the beginning, containing 8.392 acres of land, more or less,

BEING that parcel of land as shown on a Plat of "Colonial Square Apartments" filed among the Land Records of Anne Arundel County, Maryland in Plat Book No. 34, at folio 36.

SUBJECT to easements and restrictions as shown on the said Plat of "Colonial Square Apartments".

Mail to Yorkbridge - Calvert 542 Assn

NT-14809

TO BE RECORDED AMONG THE:

FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
 STATE DEPARTMENT OF ASSESSMENT AND TAXATION

BOOK 516 PAGE 565 (FINAN1.809)

200327

NOT SUBJECT TO RECORDING TAX
 SUBJECT TO RECORDING TAX ON
 PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S): NAME: LOWELL R. GLAZER and
LEONARD J. ATTMAN
ADDRESS: 7779 New York Lane
Glen Burnie, Maryland 21061

2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN
ASSOCIATION
ADDRESS: 3725 OLD COURT ROAD
BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types (or items) of Property:

All of the right, title and interest of the Debtor as General Partners in a Maryland General Partnership known as COLONIAL SQUARE COMPANY, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtor in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, to which the Debtor is now or shall hereafter be entitled as General Partners in COLONIAL SQUARE COMPANY together with the income and profits arising from the assigned interests in COLONIAL SQUARE COMPANY and any other distributions of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtor in COLONIAL SQUARE COMPANY and all proceeds of any or all of the foregoing.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

RECORD FEE 12.00

POSTAGE .50

H039570 0177 R01 T11430

DEBTOR(S): Lowell R. Glazer (SEAL)
LOWELL R. GLAZER

Leonard J. Attmann (SEAL)
LEONARD J. ATTMAN

09/27/87
CK

YORKRIDGE-CALVERT SAVINGS AND LOAN
ASSOCIATION

BY: Louis Hubberman
LOUIS HUBBERMAN, VICE PRESIDENT

To the Filing Officer: After this statement has been recorded please mail the same to:

Mail to Yorkridge-Calvert SA Assoc, J.S.W.

BOOK 516 PAGE 500

200328

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Curtiss, Douglas A. 1314 Wiggins Road Tuggies Rd. Pasadena, MD 21122	2. Secured Party(ies) and address(es) Maryland National Bank 326 First Street Annapolis, MD 21403	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:

1985 Bayliner 1910 Trophy 18'8"
Hull #BL0A48FCH485
1985 Escort Trailer #1MSENVPIXE1003584
US Marine Engine 125 hp Serial #1594

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
RECORD TAX 11.00
MAY 27 1987
CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional liens perfected: \$3000⁰⁰

Filed with:

SIGN HERE →

Douglas A. Curtiss
DAC
Signature(s) of Debtor(s)

By: Belinda Rayford
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mail to Md. Natl. Bank

BOOK 516

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

DALE ALAN HALL
LINDA SUSAN HALL
958 Coachway
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)

The Banking Center
60 North Main St.
Waterbury, CT 06702
Attn: Commercial Loan Dept.

3 Maturity date (if any)
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 267003
Filed with Anne Arundel County Date Filed April 7 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10. _____

Avon Office Greer Associates
Limited Partnership
35 Tower Lane - P.O. Box 716
Avon, CT 06001
Attn: Samuel L. Molinari, Esq.

No. of additional Sheets presented

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

The Banking Center
By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3
10 80

Mail to *Avon Office Greer Assoc.*

BOOK 516-508

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) DALE ALAN HALL LINDA SUSAN HALL 958 Coachway Annapolis, MD 21401	2. Secured Party(ies) and address(es) Avon Office Green Associates Limited Partnership 35 Tower Lane - P.O. Box 716 Avon, CT 06001 Attn: Samuel L. Molinari, Esq.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED FEE 10.00 MAY 10 1987 CR
---	--	--

4. This statement refers to original Financing Statement bearing File No. 267003
 Filed with Anne Arundel County Date Filed April 7 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Greyhound Real Estate Finance Company
 Greyhound Tower
 Phoenix, AZ 85077
 Attn: Stuart Meislik, Esq.

No. of additional Sheets presented: _____

Avon Office Green Associates
Limited Partnership

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3
10

Mail to Avon Office Green Assoc.
Ltd. Partnership

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. MD 21401
11.00
BOOK 516 PAGE 569

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ultra Funding Corporation

Address 550 Old Country Rd. Hicksville, NY 11801

2. SECURED PARTY

Name Bankers Trust Company, Equipment Finance Group

Address 1775 Broadway--16th Floor, New York NY 10019

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/4/92

4. This financing statement covers the following types (or items) of property: (list)

The leases of machinery, equipment, furniture, fixtures and other personal property dated April 30, 1987 between the above named Debtor, as Lessor and Brown, Crof & Frazier PA, as Lessee, which has been assigned to the Secured Party, together with all monies due or to become due thereunder; and the property as leased and described on the attached pages.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Rhoda Haut
(Signature of Debtor)

Ultra Funding Corporation
Type or Print Above Signature on Above Line
Rhoda Haut

[Signature]

(Signature of Secured Party)

Bankers Trust Company
Type or Print Above Signature on Above Line

ON LEASE

001-541-009

EXECULEASE CORPORATION
ASSET-BASED LENDERS
LESSOR

DATE OF LEASE April 30, 1987
 Cross Parkway Plaza, 1975 Linden Boulevard
 Elmont, New York 11003 (516) 285-5600

LESSEE		VENDOR	
Name BCF Associates		Name Phillips	
Address 100 Cathedral Street		Address	
City Annapolis	State Maryland	Zip Code 21401	City State Zip Code
CONTACT	TELEPHONE NO	SALESPERSON	TELEPHONE NO

QUANTITY	ITEM	MODEL NO	SERIAL NO
1	Mammo Diagnost U/M Model D53035 s/n 36005		

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF LESSEE		ADVANCE RENTAL PAYMENTS Check For This Amount Must Accompany Executed Lease \$ <u>1,653.88</u> Plus Applicable Taxes Applied to: First <u> </u> and Last <u> </u> Rentals
6188 Oxen Hill Rd, Suite 200 Oxen Hill Maryland 20745		
LEASE TERM	MONTHLY RENT PAYMENT	
<u>60</u> MONTHS	60 Payments of \$ <u>1,653.88</u> Plus Applicable Taxes Commencement Date <u>July 27, 1987</u>	

TERMS AND CONDITIONS OF LEASE

1 LEASE; TERM; RENTAL. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above and on any attached schedule (hereinafter, with all replacement parts, repairs, additions and accessories incorporated therein and/or affixed thereto, referred to as the "Equipment") on terms and conditions set forth above and below and continued on the reverse side hereof, for the initial term indicated above and shall continue after such stated term until terminated upon thirty (30) days' prior written notice, commencing on the date (the "Commencement Date") that the Equipment is delivered by any manufacturer or supplier of any item of Equipment to Lessee, and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the first monthly payment of rent shall be payable on the Commencement Date, and subsequent monthly payments shall be payable on the corresponding day of each month thereafter, in the order and amounts stated above, until the total rent and all other obligations shall have been paid in full. Rental payments previously received by Lessor paid by Lessee shall not be refundable to Lessee in the event the term of this lease does not commence. All payments of rent shall be made to Lessor at its address or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the Equipment, when determined by Lessor, and does or other omitted factual matters.

2 PURCHASE AND ACCEPTANCE; NO WARRANTIES BY LESSOR. Lessee requests Lessor to purchase the Equipment from a seller ("Seller") and arrange for delivery to Lessee at Lessee's expense, which shall be deemed complete upon the Commencement Date. Lessor shall have no responsibility for delay or failure of Seller to fill the order for the Equipment. **LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE, AND LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR OR LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY SELLER SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANYWAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN.** If the Equipment is not properly installed, does not operate as represented or warranted by Seller or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against Seller and shall nevertheless pay Lessor all rent payable under this lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against Seller for breach of warranty or representation respecting the Equipment. Notwithstanding any fees that may be paid to Seller or any agent of Seller, Lessee understands and agrees that neither Seller nor any agent of Seller is an agent of Lessor and that neither Seller nor his agent is authorized to waive or alter any term or condition of this lease.

The parties hereto specifically agree that this lease was made in the State of New York, and each of the parties' rights and obligations hereunder shall, as to all matters including but not limited to matters of construction, validity and performance, be construed pursuant to and governed by the laws of the State of New York.

Lessee consents, if Lessor so elects, that the State and Federal courts which sit in the State of New York shall have exclusive jurisdiction over any controversies and disputes arising hereunder.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

Accepted only if executed by Lessor and Lessor accepts this Lease only if governed under the Laws of the State of New York to which Lessee has heretofore agreed.

LEASE NUMBER L1004

Lessee BCF Associates

By (X) Stephen R Browne Authorized Signature, Title

Date Executed by Lessee April 30, 1987

By [Signature] Authorized Signature, Title

LESSEE'S SIGNATURE IN INK IS REQUIRED ON LEASE COPIES

LEASE ORIGINAL

BOOK 516 PAGE 571

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482 Page No. 396

Identification No. 255582 Dated 2/15/85

1. Debtor(s) { Stanwood Electronics Corporation
t/a Public Phone Stores
Name or Names—Print or Type
9550 Berger Road Columbia MD 21046
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.
100 S. Charles Street Balto. MD 21201
Name or Names—Print or Type Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
M334750 0717 901 711155
08/27/87
UK

Dated: 7/28/87

Equitable Bank, N.A.
Name of Secured Party
By: [Signature] Asst. vice pres.
Signature of Secured Party
N. Edmund Wilson, Jr.
Type or Print (Include Title if Company)

10/50

Mail to Equitable Bank N.A.

200330

BOOK 516 PAGE 572

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es) Craney Creek Yogurt, Inc. c/o 836 Ritchie Highway Severna Park, Maryland 21146</p>	<p>2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Frank J. Duchacek, Jr., VP</p> <p style="text-align: center;">Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00

RECORD TAX 567.00

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder. .50

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 100,000.00

REC-4720 0777 R01 T11:53

09/27/87

DEBTOR:

Craney Creek Yogurt, Inc.
(Type Name)

By: C. Douglas Nelson Pres.
C. Douglas Nelson, Pres.

By: Phillip Bernhardt
Phillip Bernhardt, Vice Pres.

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Frank J. Duchacek, Jr.

Frank J. Duchacek, Jr., VP
(Type Name)

July 2 1987
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Equipment valued at \$81,000.00 & to be taxed on that amount only

11.00
567.50

Mail to Signet Bank Md.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

300031

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

 C & E ELECTRIC, INC. (Name)
 4700 BELLE GROVE ROAD, BAY 17 (Address)
 BALTIMORE, MD. 21225

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND

Attn: H KING CORBETT (Name of Loan Officer)
 40 W. CHESAPEAKE AVE. (Address)
 TOWSON, MD. 21204

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

All present and future accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), and such as represent proceeds of inventory and returned goods, and/or arising from the sales of goods or services, and all rights thereto, now or hereafter owned or held by, or payable to the Debtor, and proceeds of all of the above, and all proceeds, including insurance proceeds, and products thereof.

RECORD FEE 11.00
 4034700 0727 R01 T11451
 08/27/87

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
 C & E ELECTRIC, INC. (Seal)
Michael E. Charney (Seal)
 (Signature)
 MICHAEL E. CHARNEY, PRESIDENT
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 C & E ELECTRIC, INC. (Seal)
Daniel O'Neil Elliott (Seal)
 (Signature)
 DANIEL O'NEIL ELLIOTT, VICE PRES.
 (Print or Type Name)

BS-0850A-8406

Mail to First Natl Bank Md.

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE – FINANCING STATEMENT – FORM UCC-1 REV. 1981
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>DEBTOR (Last Name First if a Person) NAME 1A CARE PLUS - RICHMOND, INC. MAILING ADDRESS 501 Twin Ridge Lane CITY Richmond STATE VA 23235</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME 1B NURSING STAFF, INC. MAILING ADDRESS 2510 River Road CITY Annapolis STATE MD 21401</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) NAME 1C CARE PLUS, INC. MAILING ADDRESS 285 N.W. 199th Street * CITY Miami STATE FL 33169</p> <p>SECURED PARTY (Last Name First if a Person) NAME 2A CITIZENS FIDELITY BANK AND TRUST COMPANY MAILING ADDRESS 500 West Jefferson Street CITY Louisville STATE KY 40207</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person) NAME 2B MAILING ADDRESS CITY STATE</p> <p>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) NAME 3 MAILING ADDRESS CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office</p> <p align="center">200332 516 574</p> <p align="right">* * *</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUDIT</td> <td style="width:50%;">UPDATE</td> </tr> </table> <p>VALIDATION INFORMATION</p>	AUDIT	UPDATE
AUDIT	UPDATE		

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11". **General Intangibles, All of the Debtors Accounts, Accounts Receivable, /Contracts and Bank Accounts, all as more particularly described on Exhibit A**
 * attached hereto and made a part hereof.

MARYLAND RECORDATION TAX NOT REQUIRED

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.	7. No. of Additional Sheets presented - 2 -
6. Filed with Clerk - Anne Arundel County	
8. (Check <input type="checkbox"/>) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.	
9. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party	
10. (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered	

NAME AND ADDRESS OF PREPARER
BARRY J. SOBERING
SWANN & HADDOCK, PA
 135 West Central Blvd.
 Suite 1100
 Orlando, FL 32802*

13. Return Copy to **Attn: BARRY J. SOBERING**

NAME	SWANN & HADDOCK, PA
ADDRESS	135 West Central Boulevard
	Suite 1100
CITY	Orlando
STATE	Florida
ZIP CODE	32802

11. SIGNATURE(S) OF DEBTOR(S)
 See Exhibit B attached hereto and made a part hereof for signatures of Debtors.

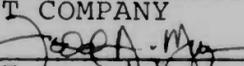
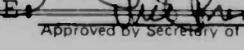
12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE
CITIZENS FIDELITY BANK AND TRUST COMPANY
 BY: 
 TITLE: 

EXHIBIT A TO UCC FINANCING STATEMENT

(a) All existing and future "Accounts", "General Intangibles", "Accounts Receivable" and "Contracts" of the Debtors, as such terms are defined in the Uniform Commercial Code, including, without limitation, any such "Accounts", "Accounts Receivable", "General Intangibles", or Contracts derived from or in any way related to or connected with the ownership and/or operation of Debtors' respective businesses, and also including, but not in any way limited to, all contract rights, management service contracts, Blue Cross Blue Shield and other private insurance payments and rights, all governmental insurance payments, all patient accounts, Medicare/Medicaid accounts receivable, all rights to receive reimbursement for services rendered under the Medicare or Medicaid program or otherwise, and all rights' of the Debtors to payment for goods sold or leased or services rendered, and all royalties, rents, revenues, fees, and all other sums whatsoever owed to the Debtors, in each case regardless whether now existing, hereafter accruing or arising and whenever and wherever acquired, created or arising, and whether or not evidenced by a note, lease or other instruments, and including all goods or inventory in transit and/or returned to, or repossessed by, Debtor and all claims against common carriers for goods and inventory lost in transit,

(b) All the Debtors' bank accounts (including, without limitation, any demand, time, savings passbook or like account maintained with a bank, savings and loan association or like organization), documents, checks and drafts of any kind belonging to the Debtors or in which the Debtors may have an interest, now in existence or hereafter created, which are now in, or hereafter come into, the Secured Party's possession in any manner whatsoever, in a custody account or otherwise, and including any items received for collection or transmission and the proceeds thereof, and

(c) The proceeds and products of all the foregoing.

CARE PLUS - RICHMOND, INC.

By: *Richard S. Turner*

Title: *Vice President - CFO*

CARE PLUS, INC.

By: *Richard S. Turner*

Title: *Vice President - CFO*

NURSING STAFF, INC.

By: *Richard S. Turner*

Title: *Vice President - CFO*

Mail to *Citizens Fidelity Bank & Trust Co.*

260333

BOOK 516 PAGE 577

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M.R. Dunton Corp.
Address 1759-B Dunton Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or In any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

M.R. Dunton Corp.
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper Sr. V.P.
Type or Print Above Signature on Above Line

1700
50

BOOK 516 PAGE 578

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: M.R. Dunton Corp.
Defense Hwy. 450 & 178 Annapolis, MD 21401 1759-B Dunton Road Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like 'One (1) New 1987 Model S-1754 International S/N 1HTLCCFN4HH499183' and financial terms like '(1) TIME SALES PRICE \$ 100,391.20'.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy nine thousand eight hundred ninety one and 20/100***** Dollars (\$ 79,891.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of September, 19 87, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 1,331.52 and the final installment being in the amount of \$ 1,331.52

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: August 12, 19 87

Accepted Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

M.R. Dunton Corp. (SEAL) (Print Name of Buyer/Maker Here)

By: F. Gregory Baldwin VP. (Witness as to Buyer's and Co-Maker's Signature)

By: Mark R. Dunton PRESIDENT Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, are the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance and late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such actions are not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appointment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing upon any retention of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a repossession report as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreement to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said persons, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed the maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not be responsible for omitted payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver in one instance shall not operate as a waiver in a future instance. As part of the consideration for Seller's continuing into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer at Buyer's address shown hereon, by certified mail, within three days of such service having been effected. The parties hereby agree to the venue and jurisdiction of any court in the State of New York, including any court sitting in New York. Any process served outside the law of any jurisdiction that shall be governed by the law of such jurisdiction, be it in the State of New York or otherwise, but without invalidating the retention provisions hereof. The parties hereby warrant and agree that Buyer has and received possession of the property herein in the date hereof, intending that each and every provision of this contract note be fully effective according to its terms. The parties agree that the validity, enforceability and effect of each provision hereof shall be determined by the law of the State of residence or principal place of business of the Buyer, Seller or Holder, whichever renders such such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS/ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ Signature of Seller
 _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 12, 1987

between Baldwin Service Center, Inc. as Seller-Lessor-Mortgagee and M.H. Dunton Corp. 1759-B Dunton Road Annapolis, MD 21401 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title and/or a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereto is \$ 79,891.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 12th day of August 19 87

Baldwin Service Center, Inc. (Name)
By: [Signature]

Small print text at the bottom of the document.

Mail to Credit Alliance Corp

200001

BOOK 516 PAGE 581

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: DESKS & FURNISHINGS, INC.
formerly known as
D&F ACQUISITION CORPORATION
8610 Cherry Lane
Laurel, Maryland 20707

LOCAL ADDRESSES: 11830 Rockville Pike
Rockville, Maryland 20852

3915 Coach Lane
Marlow Heights, Maryland 20746

1967 West Street
Annapolis, Maryland 21401

215 Key Highway
Baltimore, Maryland 21230

5604 York Road
Baltimore, Maryland 21212

129 Bowie Road
Laurel, Maryland 20707

1503 Rockville Pike
Rockville, Maryland 20852

2. NAME AND ADDRESS OF SECURED PARTY: SIGNET BANK/MARYLAND
P.O. Box 1077
Baltimore, Maryland 21203

"This financing statement is filed without the Debtor's signature pursuant to Uniform Commercial Code § 9-402(2)(d) as a result of a change of name of the Debtor."

"This financing statement is a 'Supplemental instrument of writing' under § 12-101(g) of Title 12 of the Tax-Property Article because it supplements a financing statement previously filed against the Debtor in the UCC Records of the Circuit Court for Anne Arundel County, Maryland and this supplemental instrument in writing is exempt from recordation tax under § 12-108(e) of Title 12 of the Tax-Property Article because no consideration was payable on this supplemental instrument and the amount of debt secured is not increased by this supplemental instrument."

14.50

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise (including, without limitation, all rights of indemnification arising under that certain Agreement of Sale and Purchase among Alleghany Beverage Corporation, The Macke Company, Desks and Furnishings, Inc. and Debtor dated June 8, 1987), all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.
6. RETURN TO: Kevin G. Gralley, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

7. This financing statement is filed without the Debtor's signature pursuant to Uniform Commercial Code § 9-402(2)(d) as a result of a change of name of the Debtor.

SECURED PARTY:

SIGNET BANK/MARYLAND

By: Peter T. Godfrey
Peter T. Godfrey
Commercial Finance Officer

July 1, 1987
(Date signed by Secured Party)

Mail to Kevin G. Gralley, Esq.
Signet Bank, Md.

FINANCING STATEMENT

BOOK 516 584
288333

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien
(Type name & title)

RECORD FEE 13.00
 POSTAGE .30
 13.30
 CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Jenkins Marine Motor Sales, Inc.
 By: [Signature] (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the office and at the address set forth in paragraph 6 above.

135

BOOK 516 PAGE 585

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Success CC	MHP24357G788
Baretta	Success CC	MHP24359G788
Baretta	Success CC	MHP24041G788
Baretta	Success CC	MHP24292G788

Mail to President Bank Md

FINANCING STATEMENT

BOOK 516 586

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County 200000
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORD FEE 13.00
 50
 9/1-73416
 9/27/87
 CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.
 By: Richard S. Frazier (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Supersport CC	MHP24094G788
Baretta	Supersport	MHP24303G788
Baretta	Supersport OB	MHP24249F788
Baretta	Supersport OB	MHP24291G788

Mail to President Bank Md.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250608

RECORDED IN LIBER. EAC 469 FOLIO 580 ON January 23, 1984 (DATE)

1. DEBTOR

Name John J. Bokinsky and Linda L. Bokinsky

Address 534 Bay Green Drive, Arnold, Maryland 21012

2. SECURED PARTY

Name Second National Federal Savings Bank

Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#035110 3040 R01 713/16
08/27/87
CK

Second National Federal Savings Bank

Dated July 23, 1987

DBailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Vice President

11580

Mail to Second Natl Fed Sav Bank

BOOK 516 PAGE 580

269337

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer Use: Time No. Filing Office

Golden, Melissa Ione
Lot 24 Summerhill Trailer Park
Crownsville, MD 21032

Green Tree Acceptance, Inc.
P.O. Box 4488
Woodbridge, VA 22194-4488

5. This Financing Statement covers the following type(s) or item(s) of property:

1983 Commodore Serial #147080480AG17213A 70 x 14
and all appliances, household goods, accessions,
accessions, equipment and parts now owned or here-
after acquired; all contract rights pertaining to
this contract.

Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Melissa Ione Golden

Green Tree Acceptance, Inc.

By

Melissa Ione Golden
Signature(s) of Debtor(s)

By

Cindy J. Payne
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mail to *Green Tree Acceptance*

516-590

not used

8-27-87

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 BOOK 516 Filing File No. 200338

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

CONTRACT# 29820-B12408

Name TIDEWATER RENTAL CENTER, INC.
Address 166 PENPOD COURT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA 2250 TRACTOR, SER.#52550.
1 NEW KUBOTA BF400G LOADER, SER.#15575.
1 NEW KUBOTA 4530 BACKHOE, SER.#2001.

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 NORTHBROOK PARKWAY
SUWANEE, GA 30174
ATLANTA, GA 30348-5398

"EXEMPT FROM RECORDATION TAX"

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor
TIDEWATER RENTAL CENTER, INC.
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Mail to Kubota Cr. Corp
Signature of Secured Party
LARRY E. GROFF PRES.
Type or Print Above Signature on Above Line

1160

200000

Anne Arundel County
FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rhode River Marina, Inc.

Address 3932 Germantown Road Edgewater, MD 21037

2. SECURED PARTY

Name ITT Commercial Finance Corp.

Address P.O. Box 489 Columbia, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, rebates, incentive payments, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, acccessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Rhode River Marina, Inc.

Brian A. Conner
(Signature of Debtor)

Brian A. Conner - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to

ITT Commercial Finance Corp

ITT Commercial Finance Corp.

Kenneth N. Conins
(Signature of Secured Party)

KENNETH N. CONINS - CREDIT MANAGER

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#030190 0040 P01 11300
05/27/87
CK

STATE OF MARYLAND

Anne Arundel

BOOK 516 PAGE 593

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255408-

RECORDED IN LIBER 482 FOLIO 101 ON 1/29/85 (DATE)

1. DEBTOR

Name Powercon Corporation

Address 1551 Florida Avenue, Severn, Maryland 21144

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 168C, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
403510 0040 001 713422
05-27-87
CK

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

Mail to Leasing Service Corp
Leasing Service Corporation

Dated August 10, 1987

[Signature]
(Signature of Secured Party)
LARRY F. KINNEE Asst. V.P.
Type or Print Above Name on Above Line

1088

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261389

RECORDED IN LIBER 497 FOLIO 101 ON 4/21/86 (DATE)

1. DEBTOR

Name Powercon Corporation

Address 1551 Florida Ave., Severn, MD 21144

2. SECURED PARTY

Name Leasing Service Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

G.E.C.C., 10480 Little Patuxent Parkway, Suite 380, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
09/27/87
OK

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)
Termination

Mail to Leasing Service Corp

Leasing Service Corporation

Dated August 10, 1987

[Signature]

(Signature of Secured Party)

LARRY F. KIMMEL, Asst. V.P.

Type or Print Above Name on Above Line

10-50

STATE OF MARYLAND

BOOK 516 ARD 505

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252723

RECORDED IN LIBER 475 FOLIO 75 ON 7/23/84 (DATE)

1. DEBTOR

Name Powercon Corporation
Address 1551 Florida Avenue, Severn, MD 21144

2. SECURED PARTY

Name Chase Commercial Corporation
Address 560 Sylvan Avenue, Englewood Cliffs, NJ 07632
G.E.C.C., 10480 Little Patuxent Pkwy, Suite 380, Columbia, MD 21044
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each section.

RECORD FEE 10.00
POSTAGE 4.00
10480 LITTLE PATUXENT PKWY COLUMBIA MD 21044
08/27/87
ck

Mail to Chase Commercial Corp

Dated AUGUST 10, 1987

Chase Commercial Corp.
John O'Toole, AT
(Signature of Secured Party)

JOHN O'TOOLE AT
Type or Print Above Name on Above Line

1030

BOOK 516 PAGE 596

26937

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) John A. McDonald and McDonald & Sons, Inc. 8009 E. Old Jessup Rd. Jessup, MD 20794	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 REGISTERED MAIL 10.00 3. Assignee(s) of Secured Party and Address(es) 10-27/97 CK
4. This financing statement covers the following types (or items) of property: One (1) Warner & Swasey Gradall (Track) Model G600		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets Presented: -0-
Filed with: Clerk of Circuit Court - Anne Arundel Co., not subject to recordation tax - C/S/C

John A. McDonald and McDonald & Sons, Inc. Circle Business Credit, Inc.
By: *[Signature]* By: *[Signature]*
Owner Signature(s) of Debtor(s) 7057 Cent Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 185

Mail to Circle Business Cr. Inc.

STATE OF MARYLAND

Clerk of the
Circuit Court
Anne Arundel County
E. Aubrey Collison

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256376

RECORDED IN LIBER 484 FOLIO 387 ON April 24, 1985 (DATE) 516 PAGE 597

1. DEBTOR

Name Audiovox Corporation

Address 800 Crain Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Manufacturers Hanover Trust Company

Address 270 Park Avenue, New York, N.Y. 10017

Att: Legal Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDS FEE 10.00
POSTAGE .50
4033260 1240-001 713425
08/27/87

Mail to: Manufacturers Hanover Tr Co

M 5814095

Dated 7/23/87

Arthur H. Hutton
Assistant Vice President
Arthur H. Hutton, AVP
(Signature of Secured Party)

Manufacturers Hanover Trust Company
Type or Print Above Name on Above Line

10.80

BOOK 516 PAGE 598

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Ellery Lane Mullenax 647 Old Herald Harbor Rd. Crownsville, MD 21032	2. Secured Party(ies) and address(es) International Harvester Credit Corporation 1000 Atrium Way, Suite 300 Mt. Laurel, NJ 08054	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 4330297 0040 001 713426
4. This statement refers to original Financing Statement bearing File No. 250213 Filed with Anne Arundel County, MD Date Filed 12/29 19 83		

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By: _____ International Harvester Credit Corp.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: B. J. Jones 2/12/87
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

Mail to International Harvester
Credit Corp

BOOK 516 PAGE 599

200311

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3 Not subject to Recordation Tax.
- 4 Recordation Tax has been paid on the principal amount of \$ 500,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Baltimore County, Maryland

5 Debtor(s) Name(s) Address(es)

Azar Brothers Partnership 7310 Ritchie Highway
Glen Burnie, Maryland 21061

6 Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK ~~18 Light Street~~ P.O. Box 871

Attention: Charles S. Fitzgerald ~~Fifth Floor~~ Annapolis, Maryland 21404

Annapolis REM Unit ~~Baltimore, Maryland 21202~~ CK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 8, 19 87 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) Secured Party

Azar Brothers Partnership MARYLAND NATIONAL BANK

BY: [Signature] (SEAL) BY: [Signature] (SEAL)

Wilfred T. Azar, Partner Charles S. Fitzgerald

BY: [Signature] (SEAL) Vice President

David T. Azar, Partner Type name and title

BY: [Signature] (Seal)

Wilfred T. Azar, III, Partner

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

8538 ED 185

RETURN TO:

NORTH ARUNDEL TITLE CORPORATION
 200 HOSPITAL DRIVE, SUITE 113
 GLEN BURNIE, MARYLAND 21061
 (301) 768-6813

Mail to 1480
HAZ-4/Azar-Rezendes

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Baltimore (____ Election District), State of Maryland and more particularly described as follows:

BOOK 516 PAGE 600

BEGINNING on the southeast side of Benson Avenue 50 feet wide at a point distant 718 feet 9-1/4 inches southwesterly from the corner formed by the intersection of the southeast side of Benson Avenue with the southwest side of Knecht Avenue 50 feet side and running thence binding on the southeast side of Benson Avenue south 55 degrees 14 minutes west 103 feet thence south 44 degrees 46 minutes east 439 feet 11-1/2 inches to the northwest side of John Avenue 30 feet wide thence binding on the northwest side of John Avenue north 43 degrees 28 minutes east 101 feet 5-3/4 inches and thence north 44 degrees 46 minutes west 418 feet 11-1/2 inches to the place of beginning. Containing 1 acre of land more or less. The improvements thereon being known as 4707 Benson Avenue.

BEING the same lot of ground conveyed by Arnold R. Silbiger and Ronna Silbiger, his wife, unto John F. Rezendes by virtue of a Deed dated July 20, 1977 and recorded among the Land Records of Baltimore County, Maryland at Liber 5783, page 593.

NORTH ARUNDEL TITLE CORPORATION
200 HOSPITAL DRIVE, SUITE 113
GLEN BURNIE, MARYLAND 21061
(301) 763-6813

Mail to _____

**END
LIBER**